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 19, 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 Edinburg Youth Cheer Team, 2026 NCA High School National Champions in the 12Y Division. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing February 2026, as American Heart Month as Requested by South Texas Health System. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing February 22-28, 2026 as Engineers Week as Requested by the City of Edinburg Engineering Department. [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. PRESENTATION AND REPORT

A. Presentation Regarding Medical and Prescription Drug Plan by Valley Risk Consultants and Possible

Action to Solicit Request for Proposals for a Personal Importation Program. [Erica A. Balli, Director of Human Resources/Civil Service]

8. ORDINANCES

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071 and 30.072 to Provide a Change to the City's Current Classification and Compensation Plan for Non-Civil Service Employees. [Erica A. Balli, Director of Human Resources/Civil Service]

B. Consider Ordinance Amending the Authorized Strength of Classifications for the City of Edinburg Firefighters. [Erica A. Balli, Director of Human Resources/Civil Service]

9. VARIANCE

A. Consider Variance Request to the City's Unified Development Code, Article 3,Table 3.102-5, Apartment Lot and Building Standards, Being a 0.37 Acre Tract of Land, More or Less, Being the North 114.00 Feet of Lot 1, Wood Subdivision, City of Edinburg, Hidalgo County, Texas According to the Map or Plat Thereof Recorded Under Volume 10, Page 35 of the Plat Records of Hidalgo County, Texas Located at 513 S. 4th Avenue, As Requested By Jorge E. Vallina, on Behalf of Zaashila Construction Group, LLC. [Jaime Acevedo, Director of Planning & Zoning]

10. AWARDING OF BIDS

A. Consider Awarding RFP No. 2026-007, Police and Fire Testing Services, to CPS HR Consulting and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]

B. Consider Awarding RFP No. 2026-006, Emergency Medical Services with Mobile Intensive Care Unit to MedCare EMS, Inc., the Highest-Ranking Proposal and Authorizing the City Manager to Negotiate an Emergency Medical Services Agreement. [Omar Garza, Fire Chief]

11. RESOLUTION

A. Discuss and Consider Resolution Nominating a Candidate for a Vacant Appointed Director Seat on the Board of Directors of the Hidalgo County Appraisal District. [Clarice Y. Balderas, City Secretary]

12. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Planning and Zoning Commission, Five Members. [Clarice Y. Balderas, City Secretary]

13. 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 Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 23,

2026 Through April 30, 2026. [Maribel Velasquez, Court Administrator]

B. Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]

C. Consider Approving the Fiscal Year 2025-2026 Budget Transfer Request for the General Fund. [Ascencion Alonzo, Director of Finance]

D. Consider Awarding RFP No. 2026-002, Debris Monitoring & Recovery Services to Tetra Tech, Inc. and Authorize the City Manager to Enter Into a Service Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

E. Consider Awarding RFP No. 2026-003, Disaster Debris Removal and Recovery Services to Ceres Environmental Services, Inc. and DRC Emergency Services, Inc. and Authorize the City Manager to Enter Into a Service Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

F. Consider Authorizing the Purchase and Installation of One Stainless Steel Filter Assembly and Electric Butterfly Flush Assembly with Piping from Pump Mechanical Technical Services, LLC., Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 770-25 in the Amount Not to Exceed $96,011.00. [Jesus Saenz, Assistant City Manager]

G. Consider Authorizing the Ratification of a Special Waste Disposal Services Agreement for Non-Hazardous Waste between the City of Edinburg and Republic Services, executed pursuant to emergency procurement authority. [Ramiro L. Gomez, Director of Solid Waste Management]

H. Consider Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), supporting the Homeland Security Task Force (HSTF) Program. [Jaime Ayala, Chief of Police]

I. Consider Authorizing the City Manager to Extend the Professional Services Agreement with Pathfinder Public Affairs for the City of Edinburg as Amended. [Myra L. Ayala, City Manager]

J. Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 with Millennium Engineers Group, for Material Testing Services for the Freddy Gonzalez Hike and Bike Trail for an Amount Not to Exceed $33,953.15 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Mardoqueo Hinojosa, P.E., City Engineer]

14. OTHER BUSINESS

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

15. 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. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property.

(§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

C. Discussion and Possible Action Regarding Economic Development Matters - 1. Project Happy Gilmore. (§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.

16. 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 February 12, 2026 at 5:30 p.m.

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

Disability Access Statement

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
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:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Edinburg Youth Cheerleaders 2026

PROCLAMATION



EDINBURG YOUTH CHEER
NATIONAL CHAMPIONS

WHEREAS, youth athletics play a vital role in building confidence, discipline, teamwork, and leadership among young people; and,

WHEREAS, the Edinburg Youth Cheer, a youth cheerleading program based in the City of Edinburg, has demonstrated exceptional dedication, perseverance, and sportsmanship through countless hours of training and commitment; and,

WHEREAS, the Edinburg Youth Cheer made history by becoming the first youth cheerleading team from the City of Edinburg to win an NCA National Cheerleading Championship, achieving this prestigious honor at the National High School Competition held in Fort Worth, Texas on January 24, 2025; and,

WHEREAS, the team earned the title of National Champions in the 12 Youth Division, competing against elite teams from across the nation and representing the City of Edinburg with excellence and pride; and,

WHEREAS, this historic achievement was made possible through the leadership and dedication of their coaches, Jackelyne Martinez, Emily Morin, Billy Rodriguez, Eva Bustos whose guidance, mentorship, and unwavering belief in their athletes helped lead the team to national success; and,

WHEREAS, the athletes of Edinburg Youth Cheer exemplify resilience, determination, and community pride, serving as role models and an inspiration to youth throughout Edinburg and the State of Texas; and,

WHEREAS, The City Council of the City of Edinburg is proud to recognize the achievements of the 2026 National Champions in the 12 Youth Division the Edinburg Youth Cheer.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim February 19, 2026 as:

EDINBURG YOUTH CHEER DAY

and encourage all residents to join in celebrating this remarkable accomplishment and the lasting impact these young athletes have made on our community

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th 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 19, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation: American Heart Month

1. **Agenda Item:**
Presentation of Proclamation Recognizing February 2026, as American Heart Month as Requested by South Texas Health System. [Clarice Y. Balderas, City Secretary]

2. **Description:**
One person dies every 33 seconds from heart disease, according to the American Heart Association, making it the leading cause of death and disability for men and women in the United States.

South Texas Health System Heart – one of the first freestanding cardiology and cardiovascular hospitals built in the U.S. – has provided comprehensive quality, compassionate inpatient and outpatient cardiovascular care for the South Texas region for 30 years.

The Edinburg City Council would like to recognize South Texas Health System Heart for raising awareness in the fight against heart disease.

3. **Staff's Recommendation:**
Present a Proclamation Recognizing February 2026, as American Heart Month as Requested by South Texas Health System.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. American Heart Month 2026

PROCLAMATION



AMERICAN HEART MONTH
FEBRUARY 2026

WHEREAS, one person dies every 33 seconds from heart disease, according to the American Heart Association, making it the leading cause of death and disability for men and women in the United States; and,

WHEREAS, someone has a heart attack every 40 seconds in the U.S., with about 1 in 5 heart attacks silent, meaning the damage is done, but the person is unaware of it; and,

WHEREAS, the American Heart Association estimates that more than 6 in 10 U.S. adults (61%) will have some type of cardiovascular disease by 2050; and,

WHEREAS, more than half of the people in the U.S. (51%) do not know that heart disease is the leading cause of death in the country, according to a recent Harris Poll survey conducted on behalf of the American Heart Association; and,

WHEREAS, South Texas Health System Heart – one of the first freestanding cardiology and cardiovascular hospitals built in the U.S. – has provided comprehensive quality, compassionate inpatient and outpatient cardiovascular care for the South Texas region for 30 years; and,

WHEREAS, STHS Heart has helped raise awareness for heart disease in the City of McAllen, the Rio Grande Valley and beyond through its extensive educational and recreational events, including dedicated Let's Talk Your Health webinars, no-cost heart disease-related educational sessions for recently diagnosed patients and their families and its annual Heroes with Heart 5K run/walk, with all proceeds donated to local charities helping in the fight against heart disease.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim February 2026, as:

AMERICAN HEART MONTH

in the City of Edinburg, and encourage all citizens to recognize American Heart Month and join South Texas Health System Heart's Heroes with Heart initiative on Saturday, February 28, to confront, fight and most importantly, change the future of this deadly disease.

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 26th day of January, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation: Engineers Week

1. **Agenda Item:**
   Presentation of Proclamation Recognizing February 22-28, 2026 as Engineers Week as Requested by the City of Edinburg Engineering Department. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs. Engineering is a year-round commitment to making a difference. This week is a great opportunity to recognize and appreciate everything engineers do in our community.

   The Edinburg City Council would like to recognize the City of Edinburg Engineering Department.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing February 22-28, 2026 as Engineers Week.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Alicia Carmona, Assistant City Engineer

Attachments:
A. Engineers Week Proclamation

PROCLAMATION



ENGINEERS WEEK
FEBRUARY 22-28, 2026

WHEREAS, the National Society of Professional Engineers initiated Engineers Week in 1951 to highlight the important role engineers play in making a difference in our world; and,

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs. Engineering is all around us from roads and bridges we travel on; to the cars and planes, we use to ride around. Often unseen, the cleverness of engineering makes our lives easier and safer; and,

WHEREAS, Engineers face the major technological challenges of our time, from rebuilding towns devastated by a natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information system that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young mathematics, technology, engineering and science students to realize the practical power of their knowledge.; and,

WHEREAS, Engineering is a life-long commitment to making a difference. We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century. This week is a great opportunity to recognize and appreciate everything engineers do in our community; and,

WHEREAS, the City of Edinburg is proud to recognize and commend their tireless efforts to promote cycling, health, and safety in the Rio Grande Valley, and we extend our gratitude for their positive impact on our city.

NOW, THEREFORE, I, OMAR OCHOA, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim the week of February 22-28, 2026 as:

ENGINEERS WEEK

and the Edinburg City Council encourages all residents to appreciate an engineer and encourages an aspiring engineer to pursue their dreams.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th day of 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 19, 2026
PRESENTATION AND REPORT
Agenda Item No: 7.A.
Presentation update on a Medical and Rx plan.

1. **Agenda Item:**
   Presentation Regarding Medical and Prescription Drug Plan by Valley Risk Consultants and Possible Action to Solicit Request for Proposals for a Personal Importation Program. [Erica A. Balli, Director of Human Resources/Civil Service]

2. **Description:**
   Valley Risk Consultants will present a first-quarter performance update on the city's Medical and Prescription Drug (Rx) Plan following the transition to self-insurance. The update will include a review of claims activity, utilization trends, financial performance, and preliminary observations, along with recommendations for ongoing plan management and possible participation in a Personal Importation Program for prescription drugs.

3. **Staff's Recommendation:**
   Consider soliciting Request for Proposals for a Personal Importation Program.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:
A. City of Edinburg Revenue vs. Cost 25-26



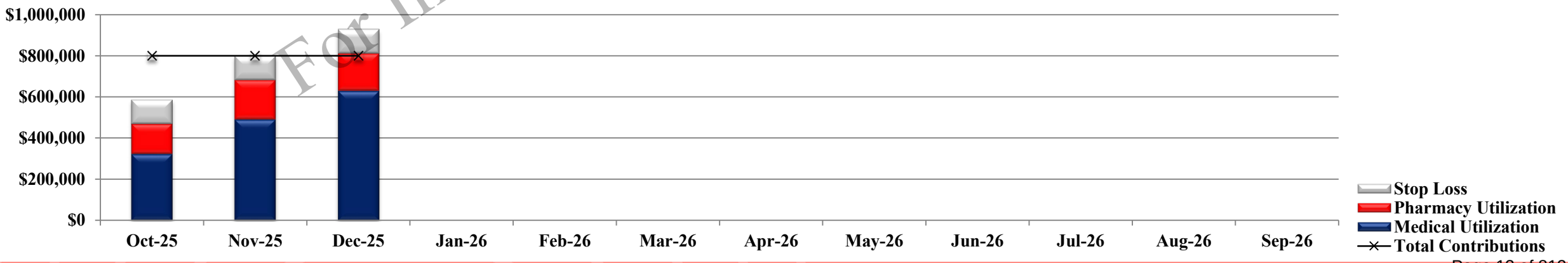
2025

Revenue vs. Expenses

	Medical Utilization	Pharmacy Utilization	Stop Loss	Total Plan Exposure	Total Contributions	Difference
Oct-25	$323,277.00	$147,633.07	$117,171.00	$588,081.07	$800,502.52	$212,421.45
Nov-25	$490,573.00	$192,354.00	$117,171.00	$800,098.00	$800,502.52	$404.52
Dec-25	$628,980.00	$181,565.03	$117,171.00	$927,716.03	$800,502.52	-$127,213.51
Jan-26						
Feb-26						
Mar-26						
Apr-26						
May-26						
Jun-26						
Jul-26						
Aug-26						
Sep-26						
	$1,442,830.00	$521,552.10	$351,513.00	$2,315,895.10	$2,401,507.56	*$299,538.46

*** Includes Credits:** $213,926.00

For Information Purposes Only



Source: BCBSTX Blue Insight Reports

Observations

- **High-Cost Claimants:**

  (4) claimants make up **20%** **($386,283.63)** of the total claim cost **($1,964,382.10)**

- **High-Cost Specialty/Non-Specialty Drugs:**

  We have identified (12) drugs available through Personal Importation with potential savings of 45%-65% of the average ingredient cost

Estimated Savings Oct 2025 – Nov 2025: $74,000

For Information Purposes Only

Recommendations

- **Implement a Personal Importation Program**
- **Enter into direct provider contracts with local providers**

  (Primary Care Centers, Urgent Care, etc.)

For Information Purposes Only

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
ORDINANCES
Agenda Item No: 8.A.
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071 and 30.072 to Provide a Change to the City's Current Classification and Compensation Plan for Non-Civil Service Employees. [Erica A. Balli, Director of Human Resources/Civil Service]

2. **Description:**
The Administrative Code is being amended to reflect the following structure and personnel changes for the Fiscal Year 2025-2026. These changes are in compliance with Title III, Administration, Chapter 30, Administrative Code of the Code of Ordinances of the City of Edinburg, Texas:

Section 30.071– Updating the Classification and Compensation Plans for classified grades, Non-Civil Service and Non-Exempt pay grades to reclassify, add or remove the following job titles to the Classification and Compensation Plan:

- Remove Operations Technician from Grade 250.
- Add Senior Finance Clerk to Grade 253.

Section 30.072– Updating the Classification and Compensation Plans for classified grades, Non-Civil Service and Exempt pay grades to reclassify, add or remove the following job titles to the Classification and Compensation Plan:

- Add Cultural Venues Supervisor to Grade 151.
- Add World Birding Center Supervisor to Grade 151.
- Add Records Processing Manager Grade 152.

3. **Staff's Recommendation:**
Amend the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071 and 30.072 to Provide a Change to the City's Current Classification and Compensation Plan for Non-Civil Service Employees.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:
A. Ordinance Amending Comp Plan Non CS FY 25-26 effective 02.19.2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, TO PROVIDE FOR CHANGES SECTION 30.071, 30.072 and 30.075 IN ACCORDANCE WITH SECTION 30.030(C) AND SECTION 30.031(A) AND (G); PROVIDING FOR WAIVER OF THE THREE SEPARATE READINGS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR PUBLICATION AND EFFECTIVE FEBRUARY 19, 2026; AND, ORDAINING OTHER MATTERS PERTAINING TO THIS SUBJECT MATTER THEREOF.

WHEREAS, in order to continue providing a comprehensive and systematic plan of administrative organization for the City, as promulgated by the City Charter, the City Council deems it appropriate and necessary to amend CHAPTER 30 ADMINISTRATIVE CODE, of the City of Edinburg, Texas.

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

SECTION I. THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.071 CLASSIFIED GRADES (NON-CIVIL SERVICE), is hereby amended and shall read as follows:

§30.071 CLASSIFIED GRADES (NON-CIVIL SERVICE).

CLASSIFICATION & COMPENSATION PLAN
FISCAL YEAR 2025-2026
Effective: 02-19-2026

Grade	Minimum	Midpoint	Maximum	Job Title
250	**$ 27,822.58**	**$ 36,169.35**	**$ 44,516.13**	Building Maintenance Assistant
	$ 13.38	$ 17.39	$ 21.40	Cashier/Sales Clerk
				Cook
				Cultural Arts Assistant I
				Custodian
				Environmental Educator
				Garage Attendant

				Golf Attendant
				Groundskeeper
				Library Assistant I
				Maintenance Operator
				Office Specialist
				Park Ranger
				Program Coordinator I
				Sanitation Worker
				Street Maintenance Technician
251	**$ 31,300.40**	**$ 40,690.52**	**$ 50,080.64**	311 Service Representative
	$ 15.05	$ 19.56	$ 24.08	Administrative Specialist
				Apprentice Electrician
				Construction Inspector
				Crew Leader
				Cultural Arts Assistant II
				Customer Service Specialist
				Deputy Court Clerk
				Detention Specialist
				Engineering Technician I
				Equipment Operator I
				Finance Clerk
				Inter Library Loan Specialist
				Inventory Specialist
				Landfill Attendant
				Landfill Technician
				Library Assistant II
				Lift Station Operator
				Line Service Technician
				Meter Reader
				Payroll Specialist
				Program Coordinator II
				Purchasing Specialist I
				Senior Maintenance Worker
				Wastewater Maintenance Technician
				Water Maintenance Technician
				Welder
252	**$ 34,778.22**	**$ 45,211.69**	**$ 55,645.16**	Animal Care Officer
	$ 16.72	$ 21.74	$ 26.75	Apprentice Signal Technician
				Building Maintenance

				Technician
				Code Enforcement Officer
				Crimes Victim Liaison
				Engineering Technician II
				Fleet Specialist
				Irrigation Technician
				Juvenile Case Manager
				Mechanic
				Media and Graphics Designer
				Municipal Court Clerk
				Signal Technician
				Support Service Specialist
				Wastewater Plant Operator I
				Wastewater Specialist
				Water Plant Operator I
				Water Specialist
				Web Developer I
253	**$ 39,415.32**	**$ 51,239.92**	**$ 63,064.51**	Administrative Assistant
	$ 18.95	$ 24.63	$ 30.32	Assistant Golf Supervisor
				Communications Operator
				Communications Specialist
				Computer Technician
				Cross Connection Inspector
				Deputy Registrar
				Environmental Education Coordinator
				Equipment Operator II
				Evidence Technician
				Fleet Maintenance Assistant
				Garden/Nursery Coordinator
				Grants Assistant
				Health Inspector
				Human Resources Generalist I
				Journey Signal Technician
				Journeyman Electrician II
				Jr Accountant
				Lead Line Service Technician
				Permit Technician
				Pretreatment Inspector
				Production Specialist
				Purchasing Specialist II

				Recycling Coordinator
				Senior Court Clerk
				Senior Finance Clerk
				Solid Waste Coordinator
				Stormwater Specialist
				Wastewater Plant Operator II
				Water Plant Operator II
				World Birding Center Coordinator
254	**$ 44,052.42** $ 21.18	**$ 57,268.14** $ 27.53	**$ 70,483.87** $ 33.89	Building Inspector
				Building Plans Examiner I
				Crew Chief
				Deputy Municipal Court Marshal
				Digital Media Administrator
				Human Resources Generalist II
				Legal Assistant
				Media Production Coordinator
				Network Administrator
				Planning Assistant
				Video Journalist
255	**$ 48,689.51** $ 23.41	**$ 63,296.36** $ 30.43	**$ 77,903.21** $ 37.45	Buildings Plans Examiner II
				Cybersecurity Analyst
				Municipal Court Marshal
				Senior Animal Care Officer
				Senior Building Inspector
				Senior Code Enforcement Officer
				Senior Health Inspector
				Senior Network Administrator
				Systems Administrator
				Web Developer II

SECTION II. **THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE III, ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, CLASSIFICATION AND COMPENSATION PLAN §30.072 UNCLASSIFIED GRADES (NON-CIVIL SERVICE),** is hereby amended and shall read as follows:

§30.072 UNCLASSIFIED GRADES (NON-CIVIL SERVICE).
CLASSIFICATION & COMPENSATION PLAN

FISCAL YEAR 2025-2026
Effective: 02-19-2026

Grade	Minimum	Midpoint	Maximum	Job Title
151	**$ 46,560.78**	**$ 60,529.01**	**$ 74,497.25**	Accounts Supervisor
	$ 22.38	$ 29.10	$ 35.82	Cataloging Supervisor
				Children's Supervisor
				Circulation Supervisor
				Communications Supervisor
				Cultural Events Supervisor
				Cultural Venues Supervisor
				Data Processing Supervisor
				Detention Specialist Supervisor
				Golf Supervisor
				Lift Station Supervisor
				Meter Reader Supervisor
				Parks Supervisor
				Permitting Supervisor
				Records Processing Supervisor
				Recreation Supervisor
				Reference Supervisor
				Warrant Clerk Supervisor
				Wastewater Maintenance Supervisor
				Water Maintenance Supervisor
				World Birding Center Supervisor
152	**$ 52,167.34**	**$ 67,817.54**	**$ 83,467.74**	Accountant I
	$ 25.08	$ 32.60	$ 40.13	Assistant Building Maintenance Manager
				Assistant Fleet Maintenance Manager
				Assistant Parks Manager
				Assistant Systems Manager
				Assistant Utility Billing Manager
				Assistant Waste Operations Manager
				Assistant Waste Water Plant Manager
				Assistant Water Plant Manager
				Crime Analyst
				Development Coordinator
				Emergency Management Planner
				Engineer I

				Grants Analyst
				Librarian
				Management Analyst
				Multimedia Journalist
				Planner I
				Records Processing Manager
153	**$ 57,963.70**	**$ 75,352.81**	**$ 92,741.93**	Accountant II
	$ 27.87	$ 36.23	$ 44.59	Aquatics Manager
				Aviation Manager
				Building Maintenance Manager
				City Forester
				Communications Manager
				Compliance Manager
				Customer Service Manager
				Cybersecurity Officer
				Engineer II
				Fleet Maintenance Manager
				Finance Manager
				Golf Course Manager
				Grants Manager
				Human Resources Manager
				IT Administrative Manager
				Media Operations Manager
				Parks Operations Manager
				Planner II
				Purchasing Manager
				Recreation Manager
				Right-of-Way Manager
				Special Services Manager
				Storm Water Manager
				Streets Manager
				Systems Manager
				Traffic Manager
				Utility Billing Manager
				Waste Operations Manager
				Wastewater Plant Manager
				Water Plant Manager
				World Birding Center Manager
154	**$ 63,760.08**	**$ 82,888.10**	**$ 102,016.13**	Assistant Court Administrator
	$ 30.65	$ 39.85	$ 49.05	Assistant Director of Communications and Media
				Assistant Director of Cultural

				Arts
				Assistant City Engineer
				Assistant Director of Finance
				Assistant Director of Grants Administration
				Assistant Director of Health and Code
				Assistant Director of Human Resources
				Assistant Director of Library
				Assistant Director of Parks and Recreation
				Assistant Director of Planning & Zoning
				Assistant Director of Public Works
				Assistant Director of Solid Waste Management
				Assistant Director of Utilities
				Deputy Building Official
				Engineer III
				Executive Assistant to the City Manager
				Management Services Administrator
Grade	**Minimum**	**Midpoint**	**Maximum**	**Job Title**
I	**$ 95,060.47**	**$ 123,578.61**	**$ 152,096.75**	Chief Building Official
	$ 45.70	$ 59.41	$ 73.12	City Engineer
				City Secretary
				Court Administrator
				Deputy City Attorney
				Director of Aviation
				Director of Capital Projects
				Director of Communications and Media
				Director of Golf
				Director of Grants Administration
				Director of Health and Code
				Director of Finance
				Director of Human Resources
				Director of Information Technology
				Director of Library and Cultural Arts
				Director of Parks and Recreation

				Director of Planning and Zoning Director of Public Works Director of Solid Waste Management Director of Utilities Internal Auditor
II	**$ 115,927.41** $ 55.73	**$ 150,705.63** $ 72.45	**$ 185,483.85** $ 89.17	Chief of Police Fire Chief
III	**$ 139,112.89** $ 66.88	**$ 180,846.76** $ 86.95	**$ 222,580.62** $ 107.01	Assistant City Manager

SECTION IV. WAIVER CLAUSE

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

SECTION V. 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 VI. 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 VII. CODIFICATION CLAUSE

The provisions of Section I through II of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as possible.

SECTION VIII. PUBLICATION AND EFFECTIVE DATE

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 19th day of February, 2026.

CITY OF EDINBURG

BY: _____
Omar Ochoa, Mayor

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
ORDINANCES
Agenda Item No: 8.B.
Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters

1. **Agenda Item:**
Consider Ordinance Amending the Authorized Strength of Classifications for the City of Edinburg Firefighters. [Erica A. Balli, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Firefighters in said department, pursuant to Local Government Code Chapter 143, Section 143.021.

It is recommended to decrease the classification of Firefighter by six (6) positions, increase the classification of Driver by three (3) additional positions, and the classification of Lieutenant by three (3) positions.

The Authorized Strength of Classifications Ordinance and Exhibit "A" of said ordinance are being amended for FY 2025-2026 and updated to read as follows:

RANKS	POSITIONS
Firefighter (includes non-certified and certified)	34
Driver/Apparatus Engineer	18
Lieutenant	24
Captain	4
Deputy Chief	4
Assistant Fire Chief	1
TOTAL AUTHORIZED STRENGTH:	**85**

Approving this ordinance will allow for the modification of the strength and classification of the City of Edinburg Fire Department's Firefighters.

3. **Staff's Recommendation:**
Approve the Ordinance Amending the Authorized Strength of Classifications for the City of Edinburg Firefighters.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:
A. Ordinance- Amending Strength Ordinance for Fire FY 2025-2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG FIREFIGHTERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg maintains a Fire Service for the health, safety and protection of its citizens; and,

WHERAS, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid Firefighters in said department; and,

WHEREAS, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

SECTION II. The number of authorized persons for the classifications of members of the Fire department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Fire Department may have a lesser number of employees in such classification depending on the ability of the Fire Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

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

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

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, which was held in accordance with VTCA, Government Code, Section 551.041 on the 19th day of February 2026.

CITY OF EDINBURG

BY: _____
Omar Ochoa, Mayor

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Josephine R. Solis, City Attorney

EXHIBIT "A" TO ORDINANCE NO. _____
FIRE DEPARTMENT CLASSIFICATION OF POSITIONS

RANKS	POSITIONS
Firefighter (Includes Non-Certified and Certified)	34
Driver/Apparatus Engineer	18
Lieutenant	24
Captain	4
Deputy Chief	4
Assistant Fire Chief	1
TOTAL AUTHORIZED STRENGTH	85

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
VARIANCE
Agenda Item No: 9.A.
Subdivision Variance Request - Zaashila Construction Group, LLC

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 3,Table 3.102-5, Apartment Lot and Building Standards, Being a 0.37 Acre Tract of Land, More or Less, Being the North 114.00 Feet of Lot 1, Wood Subdivision, City of Edinburg, Hidalgo County, Texas According to the Map or Plat Thereof Recorded Under Volume 10, Page 35 of the Plat Records of Hidalgo County, Texas Located at 513 S. 4th Avenue, As Requested By Jorge E. Vallina, on Behalf of Zaashila Construction Group, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located at the intersection of W Fay Street and S 4th Avenue and is within the City of Edinburg city limits. The proposed development is for a multifamily unit on one lot. The owner of the property is requesting reduced setbacks to accommodate the proposed 12 units and is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

The applicant submitted this variance request to the Planning and Zoning Commission on October 23, 2025; the Commission recommended an alley abandonment as an option in lieu of the requested variance. The applicant submitted a request for abandonment pursuant to the City's Code of Ordinances Section 150.06 but was unable to pursue this option due to legal issues with a neighboring property owner. At the applicant's request, the variance for the setback was reconsidered by the Commission on January 22, 2026.

Variance Request: Table 3.102-5 Apartment Lot and Building Standards (5+ Dwelling per Building)

This requested variance is to Article 3, Table 3.102-5 as it applies to setbacks. The owner is requesting to use Table 3.102-4 Duplex and Multiplex Lot Building standards. UDC Table 3.102- 5 requires Street yard 20 feet, Side 15 feet, Parking Setback Rear and Side 8 feet, and Rear 20 feet. The setbacks requested consist of Street Yard 10 feet, Side Yard 6 feet and Rear 12 feet.

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

3. **Staff's Recommendation:**
Staff recommends denial of the variance request based on the density. If approved, the applicant would need to comply with all other requirements during the permitting process including the Fire Marshal approval.

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 3.102-5 Apartment Lot and Building Standards (5+ Dwellings per Building)								
Minimum[1]							Maximum	
Site Area / Building (sf.)	Lot Width (ft.)	Street Yard (ft.)[3]	Rear Yard (ft.)	Side Yard[4] (ft.)	Parking Setback from Curb (ft.)	Parking Setback Rear and Side (ft)	Height (ft.)	Density (dwellings per acre)
12,000	100[2]	20	20	15	Not permitted in street yard	8	72	Efficiency / 1 Bedroom: 40 2 Bedroom: 30 3+ Bedroom: 20

TABLE NOTES:

[1]If a larger bufferyard is required, the setback shall be the width of the bufferyard; see Section 4.204.

[2]Along arterials, frontages in excess of the minimum lot width may be required. See Sec. 5.208, *Access Management*.

[3]Setback from public street rights-of-way. Where private internal circulation is used, 12 feet is permissible.

[4]Building separation is 12 feet for multiplexes and 30 feet from apartment.

Proposed Setbacks

Table 3.102-4 Duplex and Multiplex Lot and Building Standards								
	Minimum[1]							Maximum[2]
Site Area	Additional Lot Area per Bldg. (sf.)	Lot Width (ft.)	Street Yard (ft.)	Street Side Yard (ft.)	Side Yard[3] (ft.)	Rear Yard (ft.)	Parking Setback from Curb (ft.)	Height (ft.)
8,000	2,000	80[3]	10 / 18[4]	10	0 / 6[5]	10 / 18[4]	10	35

TABLE NOTES:

[1]If a larger bufferyard is required, the setback shall be the width of the bufferyard; see section 4.204.

[2]Multiplex lots may not exceed maximum density standards; see Table 3.102-5.

[3]Along arterials, frontages in excess of the minimum lot width may be required. See Sec. 5.208, *Access Management*.

[4]The first number is the building setback; the second is the setback for a front load garage. Street yard refers to front yard of lot.

[5]A minimum building separation of 12 feet is required, but may be reduced to 10 feet if approved by Fire Marshal.

UNIFIED DEVELOPMENT CODE

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

ARTICLE 3 - LOT AND DESIGN STANDARDS

Division 3.100, Standards for Rural and Residential Districts

Sec. 3.101, Purpose and Applicability.

A. Purpose.

1. *District Standards* The purpose of this Division is to establish the standards for residential land uses within each zoning district. The district standards are designed to provide a specific community character, consistent with the Edinburg Comprehensive Plan. These standards vary by zoning district, community character, and, within a district, land use.
2. *Design*. This Division focuses on design, with specific standards for a variety of residential housing types to ensure that the character of Edinburg is preserved and enhanced. There are specific design regulations for various types of residential development.. The residential design standards are intended to promote quality residential neighborhoods and a more environmentally sensitive design approach.

B. Applicability. This Article applies to all residential buildings and structures.

Effective on: 8/9/2022

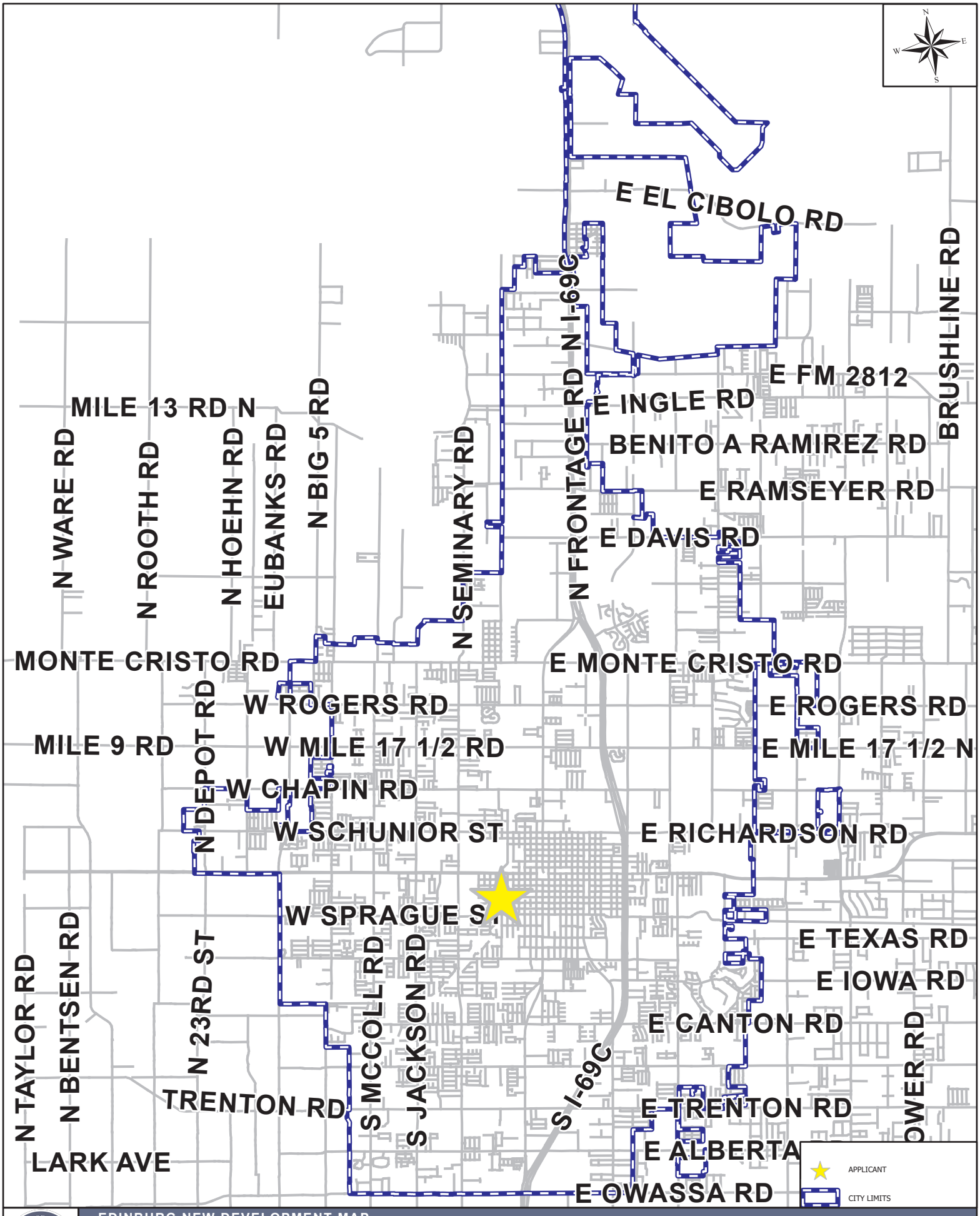
Sec. 3.102, Standards for Rural and Residential Development

A. General Standards. The standards below apply to new residential development in Edinburg:

1. *Building Separation*. The walls of buildings that are located on a single lot, if not party walls, shall be no less than 12 feet apart unless reduced distancing is approved by Fire Marshall, and;
2. *Fire Code*. Shall abide by the standards in the International Fire Code, and;
3. *Drainage/Open Space*. Shall not have an impervious surface covering an area greater than 60% of the total lot.

B. District Standards. The district standards are provided in the tables of this Section.. Information relating to these standards follows:

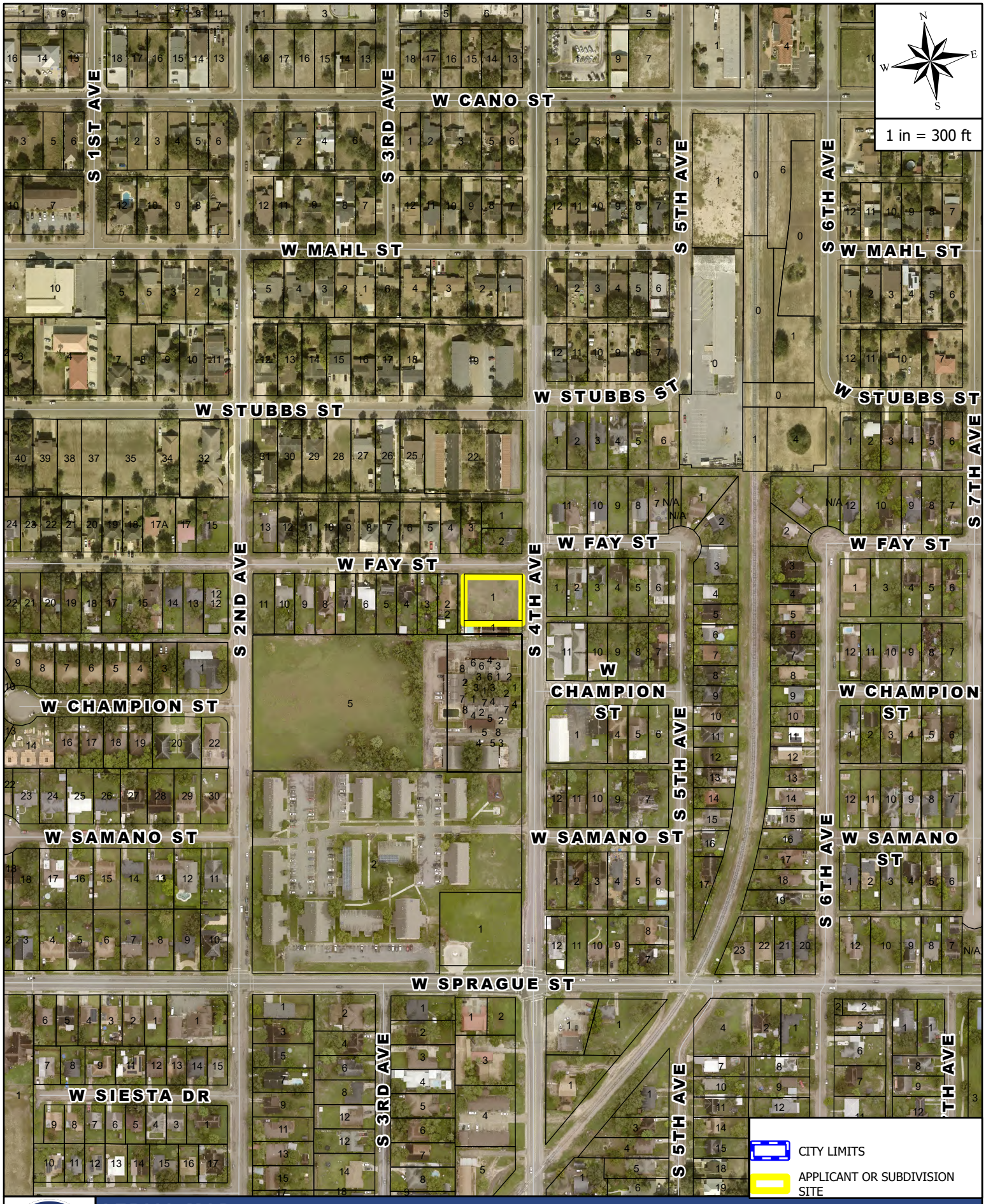
1. *Housing Types*. The tables of this Section are grouped by housing type: Single-Family Detached, Single-Family Attached, and Multifamily. Graphic examples are included for each housing type.
2. *Zoning District*. The first column of each table reflects the zoning district.
3. *Lot Dimensions and Setbacks*. The following columns show the standards for minimum lot area, average lot width, and building setbacks.
4. *Height*. The next column sets out the maximum permitted height. The maximum building height is calculated as provided in Division 3.300, *Measurements and Special Allowances*.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

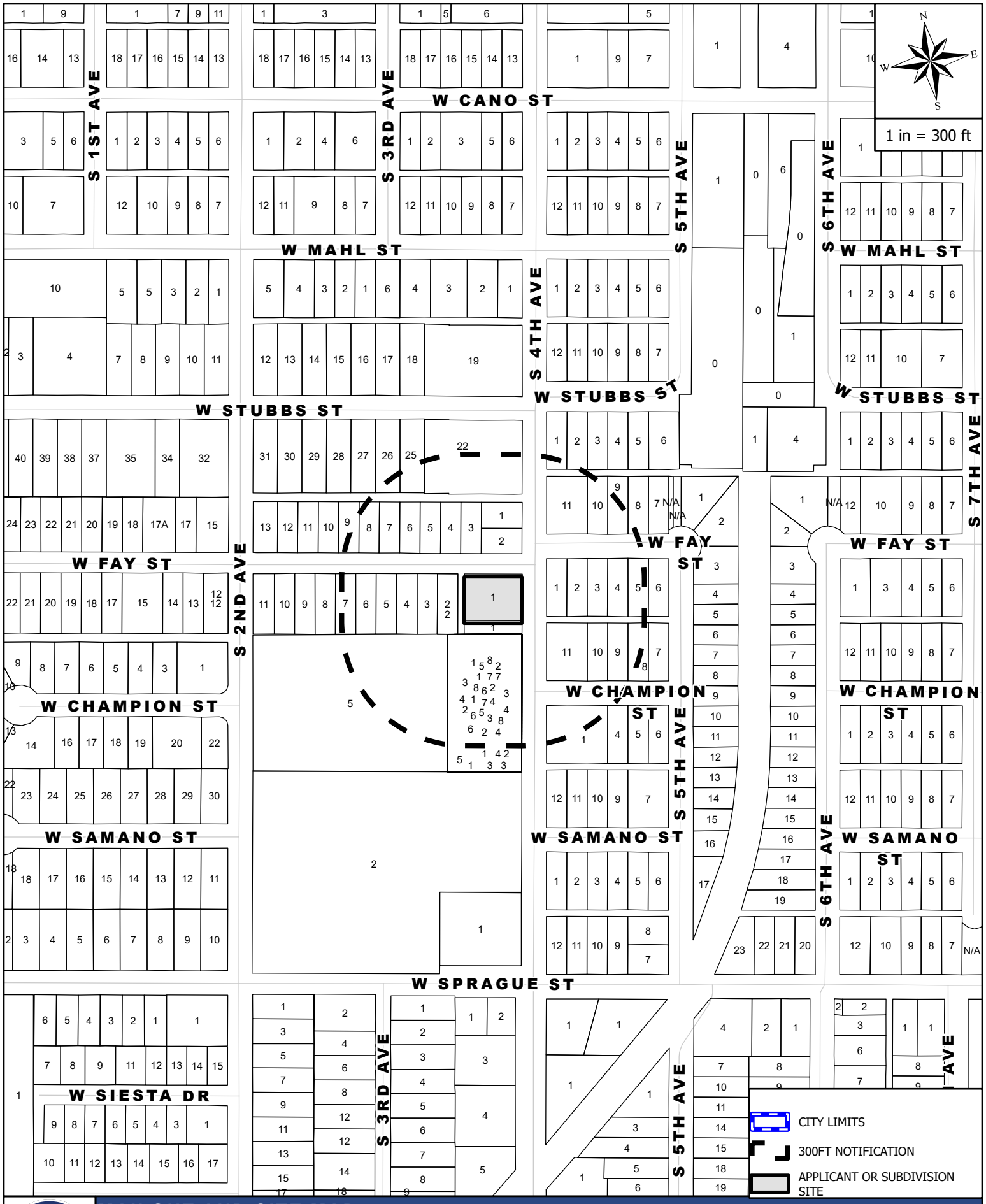
VAR-2025-0325 513 S 4TH AVE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0325 513 S 4TH AVE



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0325 513 S 4TH AVE

UNIT MIX TABULATION						
UNIT TYPE	DESCRIPTION	NO. OF UNITS	LIVING AREA SF.	TERRACE SF	TOTAL RENTABLE AREA SF	%
1	1BD/1BTH	8	708.33	0	5666.64	59.2385
2	2BD/1BTH	4	974.79	0	3899.16	40.7615
TOTAL		12			9565.80	100.0000

APTS DISTRIBUTION					
APARTMENT TYPE	BUILDING 4	TOTAL BEDROOMS	SFT APT TYPE	TOTAL LIVING SQFT	PERCENTAGE
1 BED	8	8	708.3300	5666.640000	59.238537
2 BED	4	8	974.7900	3899.160000	40.761463
TOTAL	12	16		9565.800000	100.000000
O.L.				48	

FAY APARTMENTS	
	CONSTRUCTION
BUILDING	60935.4767
TOTAL	60935.476700

DETENTION POND	
REQUIRED	75,906.00 CF
PROVIDED	75,970.51 CD

PARKING LOTS	
REQUIRED	20
PROVIDED	20

CAR/VAN ACCESIBLE PARKING	
REQUIRED	1
PROVIDED	1

BIKE PARKING	
REQUIRED	4
PROVIDED	XXXX

LANDSCAPE		
FRONT	3,338.92 SQFT	21%
TOTAL	5,562.97 SQFT	34%

PROJECT SUMMARY

- FAY APARTMENTS
- 513 S. 4th A
- Edinburg, TX 78539
- This project is a New Building complex of 12 dwelling units

It includes the following items:

- MEP System
- Sprinkler System
- Fire Alarm System

Applicable Building Codes:

- International Building Code 2018
  International Plumbing Code 2018
- International Mechanical Code 2018
- International Fire Code 2018
- National Electrical Code 2013
- International Energy Code 2018
- Texas Accessibility Standards 2018

Ordinances

- City of Edinburg, Texas

Proposing Building Construction

- Foundation: Concrete Slab-On-Grade
- Structure: Wood stud framing
- Exterior Walls: Masonry and Siding Finishes
- Interior Walls: Gypsum Board / Wood stud Framing
- Roof: Wood Framed system
- Miscellaneous: Type V-B

Fire Sprinkler System: Provided
Fire Alarm System: Provided

USES and OCCUPANCY CLASSIFICATION

GROUP R-2 Residential Multifamily

TYPES OF CONSTRUCTION

Type of Construction: Type V-B, Sprinklered

GENERAL BUILDING HEIGHTS AND AREA

Allowable stories above grade plane: 4
Allowable Area per Story: 15,000 SF
Total Allowed Building Area: 45,000 SF
Allowable Height: 50ft

OCCUPANCY LOAD

BUILDING 1: 9,565.8SF/200 O.L. 48
MEANS OF EGRESS SIZING: 48 persons @ 0.2in = 9.6" width Required PROVIDED > 36"
STAIRWAYS SIZING: 48 persons @ 0.3in= 14.4" width required. PROVIDED= 36"

MEANS OF EGRESS

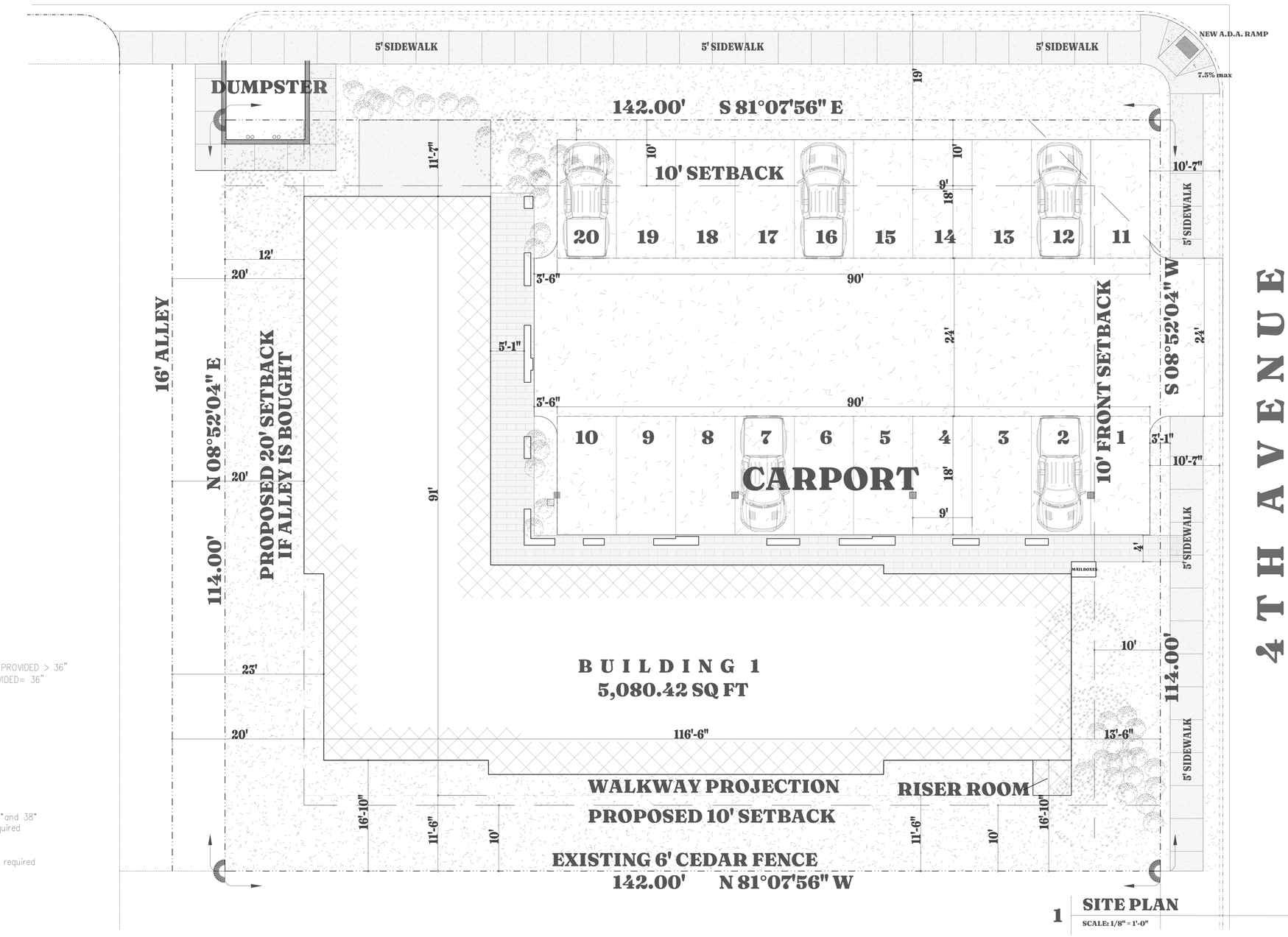
Travel Distance to Exit or Protected Corridor: < 250 FT

STAIRS DATA

TREADS SHALL BE: 11" MAXIMUM
RISERS SHALL BE: 7" MAXIMUM

HANDRAILS REQUIRED ON BOTH SIDES OF STAIRS HEIGHT TO BE BETWEEN 34"and 38"
Handrails gripping surface shall be continuous and each side of stairs is required

Open sides of stairs and landings will require 42" high guardrails.
Intermediate rails or an ornarental pattern located on open side of stairs is required to prevent passage of a 4 inch sphere



1 SITE PLAN
SCALE: 1/8" = 1'-0"

DESIGN BOLD STUDIO INTERNATIONAL

CLIENT:
JAVIER FLORES
DATE:
09/18/2025
PROJECT NO.:
2025-50.01
PROJECT:
APARTMENTS

ADDRESS:
513 S 4TH AVE, EDINBURG, TX 78539

SEAL :

REVISION :

SHEET:
SITE PLAN

DESIGN BY:
BOLD DESIGN STUDIO
CONTACT:
jorge@foldarchitects.org
daniela@foldarchitects.org

(956) 935-2475

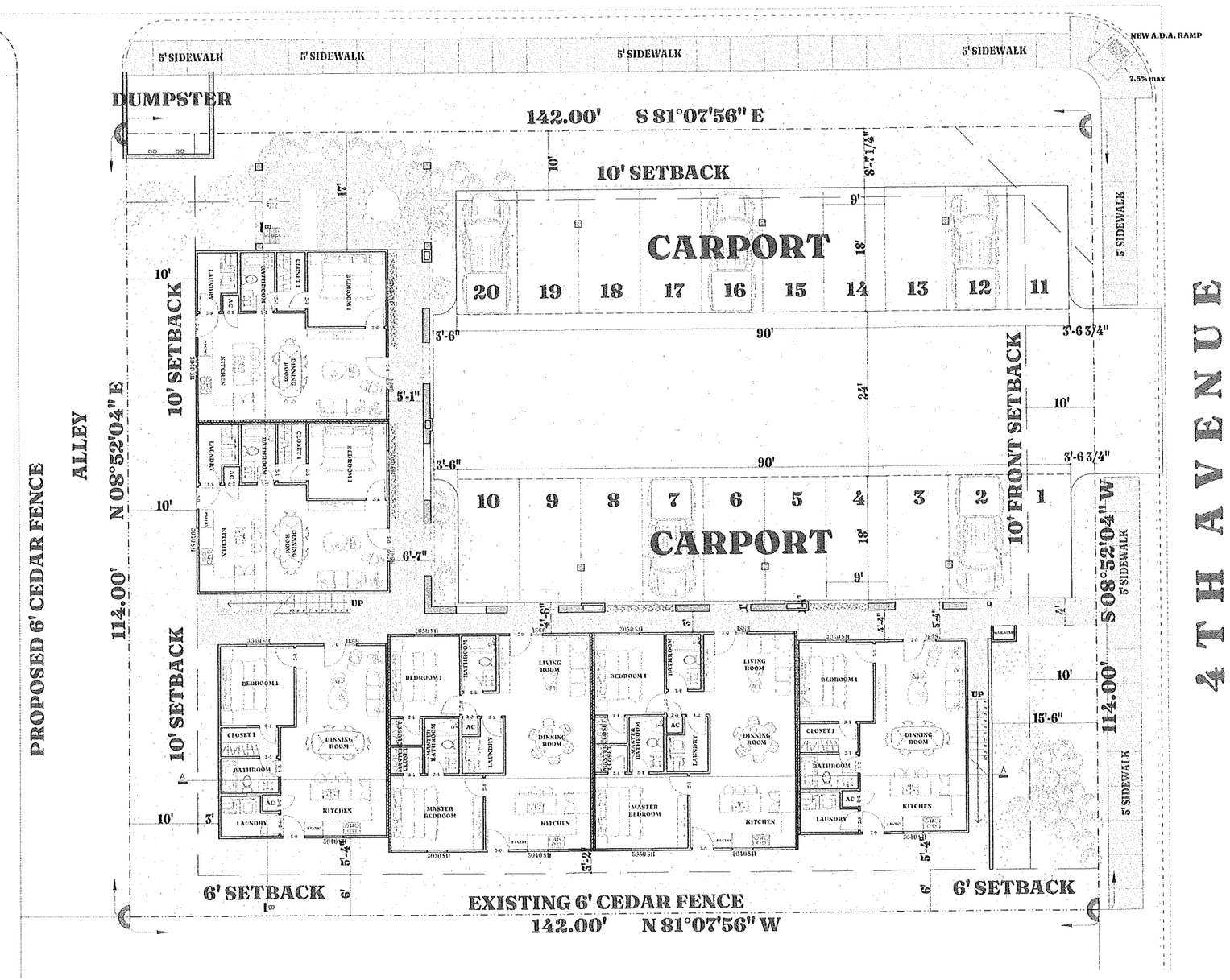
GENERAL NOTES:

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

1. CONTRACTOR HAS SUBCONTRACTOR SHALL BECOME FAMILIAR WITH THE PROJECT AND THE LOCAL CONDITIONS AFFECTING THE CONTRACTING OR CONSTRUCTING WORK.
2. THE CONTRACTOR SHALL BE SOLELY TO THE WORK DESIGNED FOR, NOT ERRORS, OMISSIONS OR DISCREPANCIES IN THE CONSTRUCTION DOCUMENTS. SHALL BE RESPONSIBLE TO CORRECT ANY DEFECTIVE WORK, CAUSED BY PROCEEDING WITH WORK AFTER DISCOVERY OF SUCH CONDITIONS WERE NOT RESOLVED.
3. CONTRACTOR SHALL OBTAIN ALL INSPECTIONS AND WRITTEN EXCEPTIONS, DIRECTIONS, OR INTERPRETATIONS FROM THE ARCHITECT OR RECOMMENDATIONS PRIOR TO SUBMITTING BID COSTS OR COMMENCING WORK.
4. CONTRACTOR SHALL VERIFY THE ACCURACY OF PROPOSED SUBSTITUTIONS FALLS ON THE CONTRACTOR'S RESPONSIBILITY. ANY SUBSTITUTIONS PROPOSED TO BE PERFORMED AND FURNISHED SHALL BE ACCEPTED BY THE ARCHITECT. WHEN SUCH PROPOSED, THE OWNER IS CONTRACTOR SHALL PERFORM ALL NECESSARY REVISIONS TO THE CONSTRUCTION DOCUMENTS OF PROJECT AT NO ADDITIONAL COST.
5. CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS AGAINST DEFECT FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION, UNLESS STIPULATED OTHERWISE.
6. ALL CONSTRUCTION MATERIAL ARE STORED AT THE PROJECT SHOULD BE PROTECTED FROM DAMAGE, THEFT, VANDALISM, AND WEATHER. IT SHALL BE THE GENERAL CONTRACTOR SHALL PROVIDE ADEQUATE STORAGE AND PROTECTION AND NOT PAID TO PAYMENT BY THE OWNER.
7. THE WORD "PROVIDE" SHALL MEAN "FURNISH AND INSTALL, COMPLETE AND READY FOR THE PURPOSE ALL MATERIALS, EQUIPMENT, STRUCTURAL COMPONENTS, AND ALL CONNECTIONS FOR A COMPLETE AND PROPER OPERATING SYSTEM AS INTENDED BY THE DESIGN AND APPLICABLE CODES, ORDINANCES AND REGULATIONS."
8. ANY DISCREPANCIES IN THE CONSTRUCTION DOCUMENTS.

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BOLD DESIGN STUDIO

SHEET NO.:
SP.101



1 **GROUND FLOORPLAN**
SCALE: 1/8" = 1'-0"

BOLD

CLIENT:
JAVIER FLORES
DATE:
09/18/2025
PROJECT NO.:
2025-50.01
PROJECT:
APARTMENTS

ADDRESS:
MCALLEN, TX

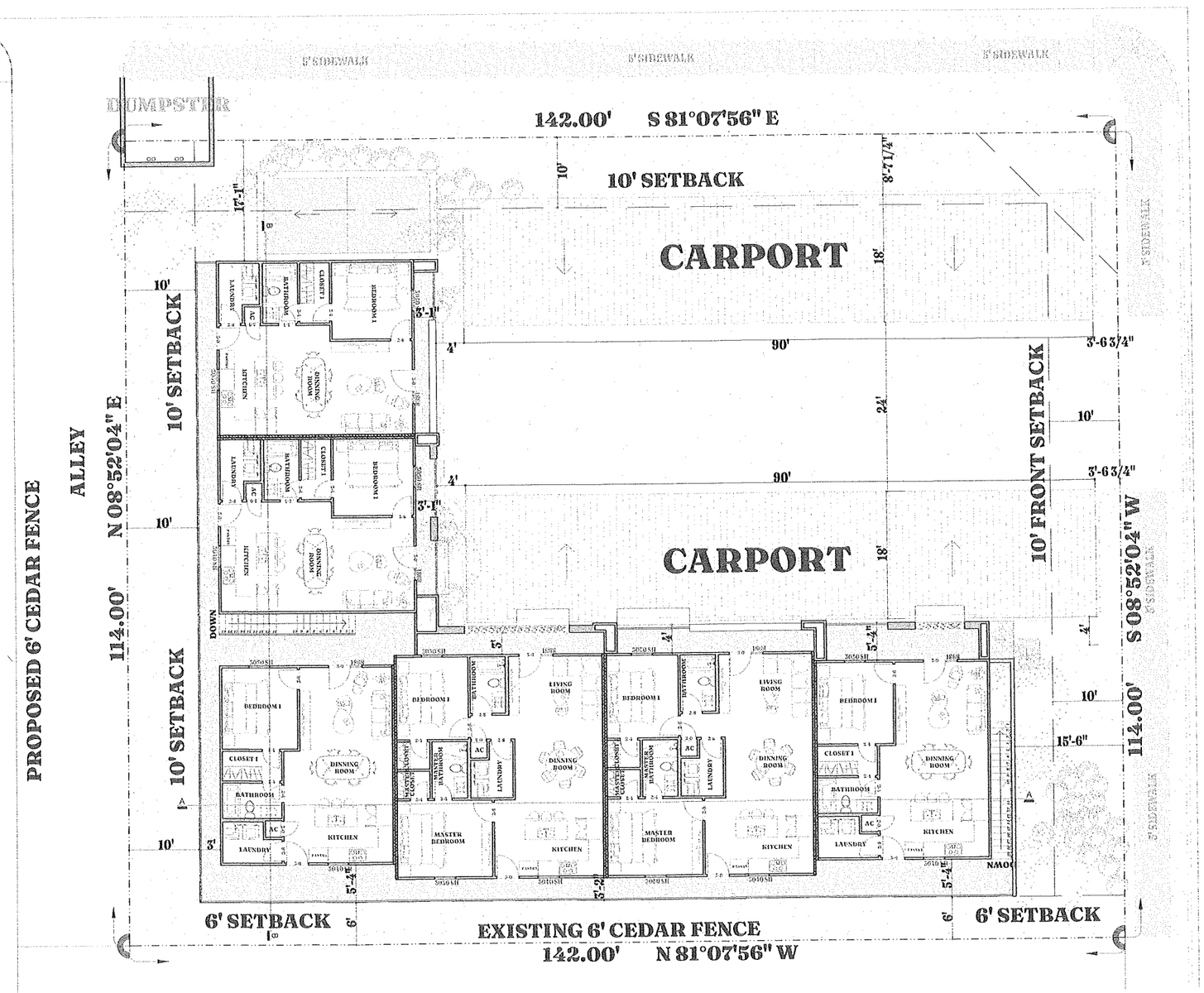
SEAL:

REVISIONS:

SHEET:
GROUND FLOORPLAN
DESIGNED BY:
BOLD DESIGNSTUDIO
CONTACT:
jorge@boldarchitects.org
daniela@boldarchitects.org
(956) 955-3576
GENERAL NOTES:

COPYRIGHT PROTECTED
BOLD ARCHITECTS

SHEET NO.:
A.101



1 **SECOND FLOORPLAN**
SCALE: 1/8" = 1'-0"

BOLD

CLIENT:
JAVIER FLORES
DATE:
09/18/2025
PROJECT NO.:
2025-50.01
PROJECT:
APARTMENTS

ADDRESS:
MCALLEN, TX

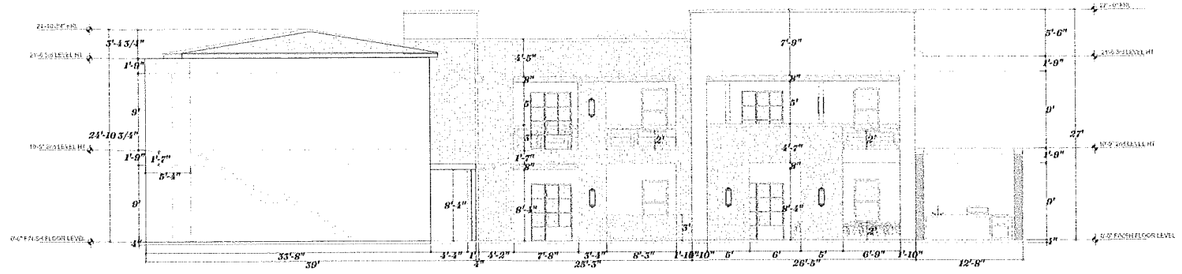
SEAL:

REVISION:

SHEET:
SECOND FLOORPLAN
DESIGN BY:
BOLD DESIGN STUDIO
CONTACT:
jorge@boldarchitects.org
daniela@boldarchitects.org
(956) 933-2175
GENERAL NOTES:

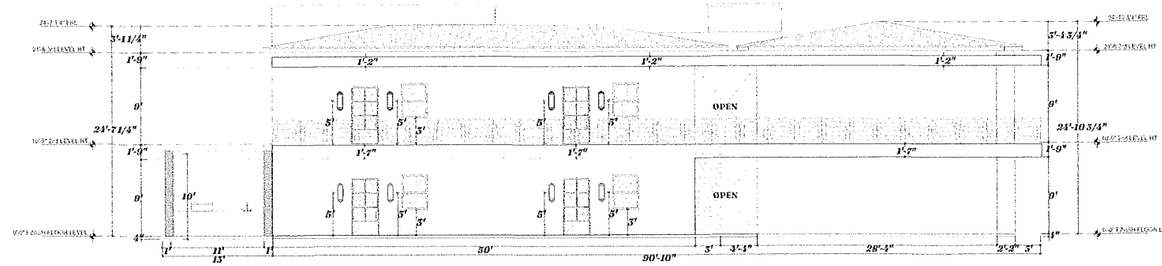
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SHEET NO.:
A.102



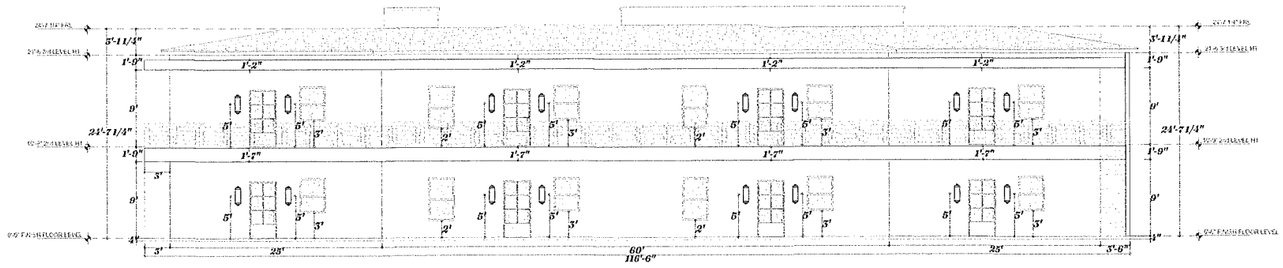
4 **EAST ELEVATION**

SCALE: 3/32" = 1'-0"



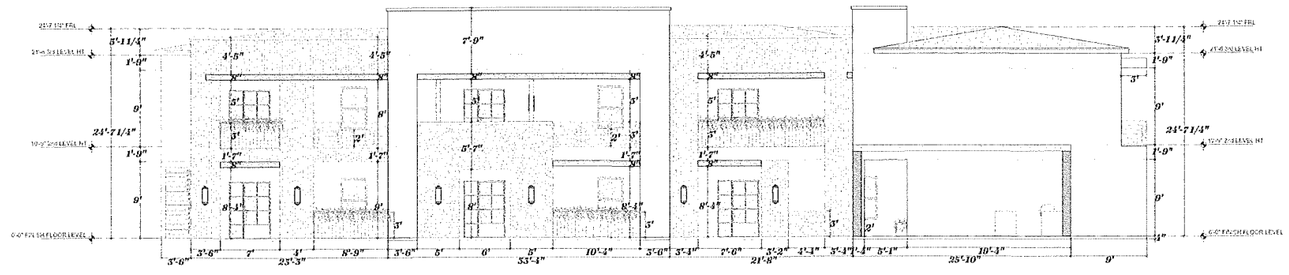
3 **WEST ELEVATION**

SCALE: 3/32" = 1'-0"



2 **SOUTH ELEVATION**

SCALE: 3/32" = 1'-0"



1 **NORTH ELEVATION**

SCALE: 3/32" = 1'-0"

BOLD

CLIENT:
JAVIER FLORES
DATE:
09/18/2025
PROJECT NO.:
2025-50.01
PROJECT:
APARTMENTS

ADDRESS:
MCALLEN, TX

SEAL:

REVISION:

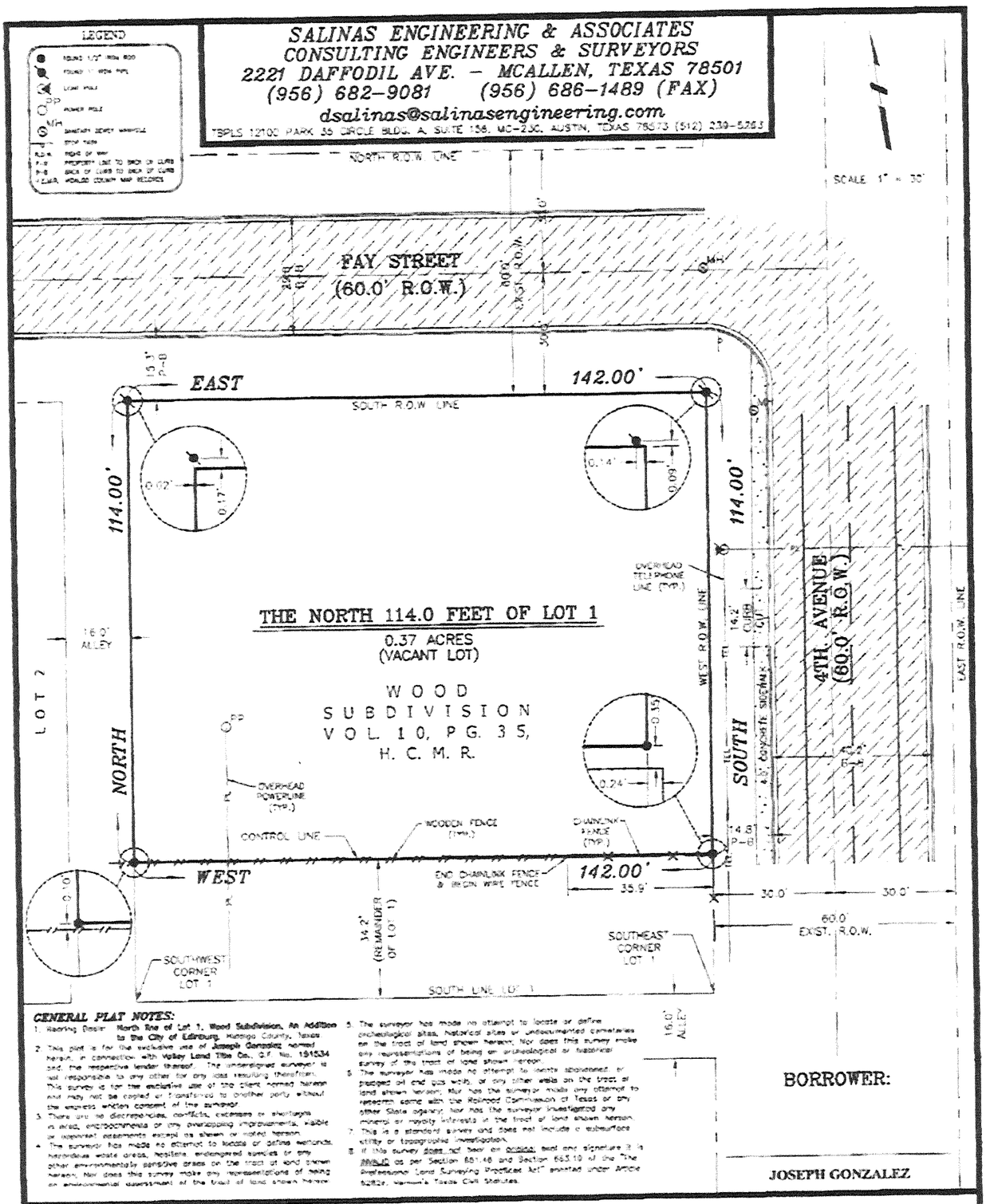
SHEET:
BUILDING 1 ELEVATIONS
DESIGN BY:
BOLD DESIGNS STUDIO
CONTACT:
jorge@boldsitedevelopment.us
daniela@boldsitedevelopments.us
(956) 955-2128

GENERAL NOTES:

COPYRIGHT PROTECTED
BOLD DESIGNS STUDIO

SHEET NO.:
A.201

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE. – MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
dsalinas@salinasengineering.com
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78613 (512) 239-5263



GENERAL PLAT NOTES:

1. Bearing Basis: North Rite of Lot 1, Wood Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas
2. This plat is for the exclusive use of Joseph Gonzalez, named herein, in connection with Valley Land Title Co. G.F. No. 191534 and the respective lender thereof. The undersigned surveyor is not responsible to any other for any loss resulting therefrom. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. There are no discrepancies, conflicts, protrusions or shortages in area, encroachments or the overlapping improvements, visible or apparent easements except as shown or noted hereon.
4. The surveyor has made no attempt to locate or define wetlands, hazardous waste areas, hostile, endangered species or any other environmentally sensitive areas on the tract of land shown hereon. Nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
5. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon. Nor does this survey make any representations of being an archeological or historical survey of the tract of land shown hereon.
6. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon. Nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency. Nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.
7. This is a standard survey and does not include a subsurface utility or topographical investigation.
8. If this survey does not bear an original, hand only signature it is invalid as per Section 661.46 and Section 663.10 of the The Penal as per Section 661.46 and Section 663.10 of the The Professional Land Surveying Practices Act" enacted under Article 8282, Vernon's Texas Civil Statutes.

16.0' ALLEY

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at 513 SOUTH 4TH. STREET in EDINBURG, Texas, described as follows: ALL OF THE NORTH 114.0 FEET OF

Lot 1, Block –, of WOOD SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG HIDALGO CO. Texas, according to the plat recorded in Volume 10, Page 35, of the MAP Records of Hidalgo County, Texas. I further certify that this property lies in Zone "X" as per FIRM (Flood Insurance Rate Map) dated JUNE 6, 2000 Community Panel No. 480338 0015 E REVISED TO REFLECT LOMAR DATED MAY 14, 2001

A.E.
DRN. BY

APRIL 24, 2017
DATE

S-17-23546
JOB NO.

STATE OF TEXAS
REGISTERED
DAVID OMAR SALINAS
5782
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
AWARDING OF BIDS
Agenda Item No: 10.A.
Consider Awarding RFP No. 2026-007, Police and Fire Testing Services

1. Agenda Item:

Consider Awarding RFP No. 2026-007, Police and Fire Testing Services, to CPS HR Consulting and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]

2. Description:

The City seeks to award a qualified firm to provide comprehensive testing services for its Police and Fire Departments. The selected firm will provide entry level and promotional exam services that include the development, administration, and scoring of examinations for police officers and firefighters. The City seeks to award a firm with proven experience in public safety testing that can ensure a fair, valid, cost-effective, and legally defensible process that supports the City's commitment to hiring and promoting the most qualified candidates.

On Wednesday, January 21, 2026, requests for proposals (RFPs) were opened for RFP No. 2026-07, Police and Fire Testing Services. Of seven (7) RFPs that were received, only five (5) met the requirements for further evaluation.

The following firms are listed in order by ranking score (highest to lowest):

1. CPS HR Consulting
2. Ure Consulting Group
3. Morris & McDaniel, Inc.
4. Vortech Solutions LLC., DBA GovSource
5. Our Phsyce, Inc.

Five (5) received RFPs were reviewed and evaluated by City staff in accordance with the established evaluation criteria. The attached tabulation reflects the ranking of the firms based on this evaluation. There is no cost to the City associated with entering into this agreement. The rates outlined in the pricing schedule apply only upon the City's authorization of services after such services have been rendered. Funding has been allocated for these services.

If approved, the service agreement will be effective for a term of two (2) years from the commencement date.

Staff has confirmed that none of the evaluated firms have outstanding financial obligations to the City.

3. Staff's Recommendation:

Consider Awarding RFP No. 2026-007, Police and Fire Testing Services, to CPS HR Consulting and Authorize the City Manager to Enter Into an Agreement and Execute Documents Related

Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Erica Balli, Director of Human Resources

Attachments:

A. Evaluation Tabulation and Aggregate Scores Summary
B. Evaluation Tabulation - Summary By Rank
C. Edinburg Special CPS HR – TR 2 Year Agreement 2026 - 2028

City of Edinburg
Finance
Ascencion Alonzo, Finance Director
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

RFP No. RFP 2026-007

Police and Fire Testing Services

RESPONSE DEADLINE: January 13, 2026 at 3:00 pm
Report Generated: Tuesday, February 3, 2026

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CPS HR Consulting	Morris & McDaniel, Inc.	Our Psyche, Inc.	Ure Consulting Group	Vortech Solutions LLC, DBA GovSource
Proposal	Pass	Pass	Pass	Pass	Pass
If you have any proprietary documents, please attach the redacted document here.	Pass	No Response	Pass	Pass	No Response
Please upload your current insurance certificate.	Pass	Pass	Pass	Pass	Pass
Required Forms					
Police Testing Services Questionnaire	Pass	Pass	Pass	Pass	Pass
Fire Testing Services Questionnaire-	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest Disclosure form and upload here	Pass	Pass	Pass	Pass	Pass

Question Title	CPS HR Consulting	Morris & McDaniel, Inc.	Our Psyche, Inc.	Ure Consulting Group	Vortech Solutions LLC, DBA GovSource
Please fill out and sign the General Questionnaire and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out the Litigation Disclosure Form and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign HB 89 and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 13 and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 19 and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Non-Collusion Affidavit and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest form and upload here	Pass	Pass	Pass	Pass	Pass
If awarded the 1295 form will need to be provided	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Cost	0-100 Points	50 *(50% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Test Creation Turn-Around Time	0-100 Points	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	0-100 Points	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Customer Service Support	0-100 Points	10 *(10% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Total Score
CPS HR Consulting	32.3%	32.3%	**32.3%**
Ure Consulting Group	25.5%	25.5%	**25.5%**

Vendor	Evaluator 1	Evaluator 2	Total Score
Morris & McDaniel, Inc.	14.5%	14.5%	**14.5%**
Vortech Solutions LLC, DBA GovSource	13.5%	13.5%	**13.5%**
Our Psyche, Inc.	0%	0%	**0%**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Cost 0-100 Points 50 Points (50%)	Test Creation Turn-Around Time 0-100 Points 30 Points (30%)	References 0-100 Points 10 Points (10%)	Customer Service Support 0-100 Points 10 Points (10%)	Total Score
CPS HR Consulting	45%	30%	0%	8%	**32.3%**
Ure Consulting Group	40%	15%	0%	10%	**25.5%**
Morris & McDaniel, Inc.	25%	5%	0%	5%	**14.5%**
Vortech Solutions LLC, DBA GovSource	10%	25%	5%	5%	**13.5%**
Our Psyche, Inc.	0%	0%	0%	0%	**0%**

INDIVIDUAL PROPOSAL SCORES

CPS HR Consulting

Cost | 0-100 Points | 50 Points (50%)

Evaluator 1: 45

Evaluator 2: 45

Test Creation Turn-Around Time | 0-100 Points | 30 Points (30%)

Evaluator 1: 30

Evaluator 2: 30

References | 0-100 Points | 10 Points (10%)

Evaluator 1: 0

Evaluator 2: 0

Customer Service Support | 0-100 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 8

Morris & McDaniel, Inc.

Cost | 0-100 Points | 50 Points (50%)

Evaluator 1: 25

Evaluator 2: 25

Test Creation Turn-Around Time | 0-100 Points | 30 Points (30%)

Evaluator 1: 5

Evaluator 2: 5

References | 0-100 Points | 10 Points (10%)

Evaluator 1: 0

Evaluator 2: 0

Customer Service Support | 0-100 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 5

Our Psyche, Inc.

Cost | 0-100 Points | 50 Points (50%)

Evaluator 1: 0

Not relevant to (all) Police & Fire testing requirements.

Evaluator 2: 0

not relevant to police & fire testing

Test Creation Turn-Around Time | 0-100 Points | 30 Points (30%)

Evaluator 1: 0

Not relevant to (all) Police & Fire testing requirements.

Evaluator 2: 0

not relevant to police & fire testing

References | 0-100 Points | 10 Points (10%)

Evaluator 1: 0

Not relevant to (all) Police & Fire testing requirements.

Evaluator 2: 0

not relevant to police & fire testing

Customer Service Support | 0-100 Points | 10 Points (10%)

Evaluator 1: 0

Not relevant to (all) Police & Fire testing requirements.

Evaluator 2: 0

not relevant to police & fire testing

Ure Consulting Group

Cost | 0-100 Points | 50 Points (50%)

Evaluator 1: 40

Evaluator 2: 40

Test Creation Turn-Around Time | 0-100 Points | 30 Points (30%)

Evaluator 1: 15

Evaluator 2: 15

References | 0-100 Points | 10 Points (10%)

Evaluator 1: 0

Evaluator 2: 0

Customer Service Support | 0-100 Points | 10 Points (10%)

Evaluator 1: 10

Evaluator 2: 10

Vortech Solutions LLC, DBA GovSource

Cost | 0-100 Points | 50 Points (50%)

Evaluator 1: 10

Evaluator 2: 10

Test Creation Turn-Around Time | 0-100 Points | 30 Points (30%)

Evaluator 1: 25

Evaluator 2: 25

References | 0-100 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 5

Customer Service Support | 0-100 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 5

City of Edinburg
Finance
Ascencion Alonzo, Finance Director
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

RFP No. RFP 2026-007

Police and Fire Testing Services

RESPONSE DEADLINE: January 13, 2026 at 3:00 pm

Report Generated: Friday, February 6, 2026

CONSENSUS SCORECARD SUMMARY

Vendor	Cost 0-100 Points 50 Points (50%)	Test Creation Turn-Around Time 0-100 Points 30 Points (30%)	References 0-100 Points 10 Points (10%)	Customer Service Support 0-100 Points 10 Points (10%)	Total Score (Max Score 100)
CPS HR Consulting	45	30	0	8	**32.3**
Ure Consulting Group	40	15	0	10	**25.5**
Morris & McDaniel, Inc.	25	5	0	5	**14.5**
Vortech Solutions LLC, DBA GovSource	10	25	5	5	**13.5**
Our Psyche, Inc.	0	0	0	0	**0**

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CPS HR Consulting	Morris & McDaniel, Inc.	Our Psyche, Inc.	Ure Consulting Group	Vortech Solutions LLC, DBA GovSource
Proposal	Pass	Pass	Pass	Pass	Pass
If you have any proprietary documents, please attach the redacted document here.	Pass	No Response	Pass	Pass	No Response

Question Title	CPS HR Consulting	Morris & McDaniel, Inc.	Our Psyche, Inc.	Ure Consulting Group	Vortech Solutions LLC, DBA GovSource
Please upload your current insurance certificate.	Pass	Pass	Pass	Pass	Pass
Required Forms					
Police Testing Services Questionnaire	Pass	Pass	Pass	Pass	Pass
Fire Testing Services Questionnaire-	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest Disclosure form and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the General Questionnaire and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out the Litigation Disclosure Form and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign HB 89 and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 13 and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Senate Bill 19 and upload here	Pass	Pass	Pass	Pass	Pass

Question Title	CPS HR Consulting	Morris & McDaniel, Inc.	Our Psyche, Inc.	Ure Consulting Group	Vortech Solutions LLC, DBA GovSource
Please fill out and sign the Non-Collusion Affidavit and upload here	Pass	Pass	Pass	Pass	Pass
Please fill out and sign the Conflict of Interest form and upload here	Pass	Pass	Pass	Pass	Pass
If awarded the 1295 form will need to be provided	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Cost	0-100 Points	50 *(50% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Test Creation Turn-Around Time	0-100 Points	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	0-100 Points	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Customer Service Support	0-100 Points	10 *(10% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Total Score (Max Score 100)
CPS HR Consulting	32.3	32.3	**32.3**
Ure Consulting Group	25.5	25.5	**25.5**
Morris & McDaniel, Inc.	14.5	14.5	**14.5**
Vortech Solutions LLC, DBA GovSource	13.5	13.5	**13.5**
Our Psyche, Inc.	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Cost 0-100 Points 50 Points (50%)	Test Creation Turn-Around Time 0-100 Points 30 Points (30%)	References 0-100 Points 10 Points (10%)	Customer Service Support 0-100 Points 10 Points (10%)	Total Score (Max Score 100)
CPS HR Consulting	45	30	0	8	**32.3**
Ure Consulting Group	40	15	0	10	**25.5**

Vendor	Cost 0-100 Points 50 Points (50%)	Test Creation Turn-Around Time 0-100 Points 30 Points (30%)	References 0-100 Points 10 Points (10%)	Customer Service Support 0-100 Points 10 Points (10%)	Total Score (Max Score 100)
Morris & McDaniel, Inc.	25	5	0	5	**14.5**
Vortech Solutions LLC, DBA GovSource	10	25	5	5	**13.5**
Our Psyche, Inc.	0	0	0	0	**0**

CPS HR CONSULTING

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. Purpose. This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.

2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.

3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.

2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.

3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. Review Copies. Review of CPS HR tests, regardless of format, is subject to the test security standards.

(a) Test Rental Division: To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

(b) SLPP: CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.

(c) On-line Testing: To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. Ordering Testing Materials and Scheduling of Examinations.

(a) Test Rental Division:

(i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

(ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

(b) On-line Testing:

(i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

(ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. **After the test date.**

(a) Test Rental Division:

(i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.

(ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

(i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.

(ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.

2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services and Exhibit D for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.

3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.

4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to E.3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of $15,000.

5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.

6. Credits. For each unopened package of stock exams that is returned, a $35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. Answer Sheets.

(a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.

(b) Candidates are not allowed to review the question booklet during this inspection period.

(c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.

3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.

4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

I. Legal Proceedings Involving Test Materials.

1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request as soon as possible, and well before a response is due.

2. Upon CPS HR Request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.

3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.

4. To the extent permitted under the Constitution and laws of the State of Texas, client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.

2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.
3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices**. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
   (a) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees**. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.
4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement, The RFP, response and purchase order, constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature**. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of Texas and jurisdiction shall be in Hidalgo County, Texas. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: _____

Title: _____

Phone: _____

Email: _____

Date: _____

Exhibit A

Authorized Representative(s) ***(use an additional page if needed)*** By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title		
Agency		
Street Address, City, State, Zip		
E-Mail	Phone Number	Fax Number

III. Physical Address

Agency / Department Name
Street Address, City, State, Zip

Exhibit B
CPS HR Test Rental Division Rates
Effective April 2026 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	$295.00	$595.00	$1295.00	$350.00
Per Candidate	$10.50	$14.50	$15.50	$11.50
New Item Writing/Entry	N/A	N/A	$40 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	12%	12%	12%	12%
Expedited Shipping/Handling **	17%	17%	17%	17%
Rush Shipping/Handling **	22%	22%	22%	22%
Shipping outside contiguous U.S./Int'l ***	25%	25%	25%	25%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	***Online Practice Test***
$4.00 if purchased by client $7.50 if purchased by candidate	$11.00 if purchased by client $17.50 if purchased by candidate

***CPS HR will apply a credit of $35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test orde**r (see additional terms listed on F.6.).

****Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date. Rush shipping applies to orders placed less than 5 business days prior to test date.

*****Applies to orders placed at least 10 business days prior to test date. A quote will be provided for any rush shipping requests.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing with Agency Proctoring						
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests	Unproctored Tests	eSkill Tests*
Administrative Set Up Fee (per order)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
One Time Exam Set Up Fee**	N/A	$595.00	$350.00	$1295.00	N/A	N/A
Per Candidate Fee	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50
Title Change (optional)	$25.00	N/A	N/A	N/A	N/A	N/A
Additional Supplement (optional)	$50.00	N/A	N/A	N/A	N/A	N/A

**Can be administered in a proctored or unproctored setting.*

*** The one-time set-up fee will be applied for the first online administration of a semi-stock, agency, or custom test.*

Exhibit C
CPS HR Special Services
Effective April 2026 - Subject to Change

Online Testing With Remote Proctor Services	
	Agency Price
Administrative Set Up Fee (per order)	$205.00
1 hour test (per candidate)	$40.00
1 – 2 hour test (per candidate)	$47.50
2 – 3 hour test (per candidate)	$56.25
Over 3 hour test (per candidate)	$65.00

An additional one-time set-up fee will be applied for the first online administration of a semi-stock, agency, or custom test.

SPECIAL SERVICES	
Candidate Appeals Support	$150.00 per hour
Cover Change – Stock Exams Only	$100.00 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	$30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	$35.00 per copy (online review copies are provided at no charge)
Scoring Keys	$25.00 per Overlay, $10.00 per Key Sheet
Spanish Language Proficiency Oral Exam	$295.00 Base Fee + $120.00 per candidate (Professional Scoring Included)
Stock Supplements	$4.00 per book when ordered with a Stock test
Supplemental Orders	$50.00 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	$350.00 Base Fee + $ 20.00 per candidate (Professional Scoring included)
Candidate Pay of Remote Proctor Fees	CALL FOR DETAILS
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time $150/hour Technician Time $ 95/hour

Exhibit D

CPS HR On-line Personality Test Pricing Schedule
Effective April 2026 - Subject to Change

PERSONALITY TEST	
Report Option	**Price Per Candidate**
General Employability Report (if used with stock exam)	$7.50
General Employability Report (if used without a stock exam)	$10
Advantage Report	$15
Express Report	$56
Potential Report	$160
Challenge Report	$160
Values Report	$160
Leader Basis	$205
Leadership Forecast (includes Potential, Challenge and Values reports)	$425
Coaching Report	*Free with order of Leadership Forecast Report*

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
AWARDING OF BIDS
Agenda Item No: 10.B.
Emergency Medical Services with Mobile Intensive Care Units

1. **Agenda Item:**
Consider Awarding RFP No. 2026-006, Emergency Medical Services with Mobile Intensive Care Unit to MedCare EMS, Inc., the Highest-Ranking Proposal and Authorizing the City Manager to Negotiate an Emergency Medical Services Agreement. [Omar Garza, Fire Chief]

2. **Description:**
The purpose of this RFP is to secure a qualified EMS provider capable of delivering Emergency Medical Services with Mobile Intensive Care Units within the City limits of Edinburg, ensuring timely and effective service to residents and visitors. Evaluation criteria included provider performance, service capabilities, and cost.

The City of Edinburg solicited and advertised Request for Proposals (RFP) No. 2026-006 for Emergency Medical Services (EMS) with Mobile Intensive Care Units. The City received two (2) proposals from ambulance service providers.

A comprehensive review, tabulation, and evaluation of the proposals determined that both respondents were responsive and met all requirements outlined in the solicitation. Based on the established evaluation criteria, MedCare EMS, Inc. was identified as the highest-ranking provider.

Following negotiations conducted by City Management and subsequent consideration by the Mayor and City Council, the agreement would take effect upon execution by both parties. Funding for the agreement will be provided through the City's General Fund under the City Manager's budget.

The proposed agreement will be for a five (5)-year term, with the City retaining sole discretion to extend the agreement for an additional one (1) year, subject to City approval.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2026-006, Emergency Medical Services with Mobile Intensive Care Unit to MedCare EMS, Inc., the Highest-Ranking Proposal and Authorizing the City Manager to Negotiate an Emergency Medical Services Agreement.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. Notice to Respondents
B. Bidders_List_RFP 2026-006
C. Response Contact Information
D. RFP 2026-006 Pricing Table Summary
E. Evaluation Tabulation

EVALUATION

Request for Proposals Emergency Medical Services with Mobile Intensive Care Unit

Request For Proposal

Fire

99037

Project ID: RFP 2026-006

Release Date: Wednesday, December 17, 2025

Due Date: Tuesday, January 6, 2026 3:00pm

Posted Thursday, December 18, 2025 2:15pm

Bid Unsealed Tuesday, January 6, 2026 3:25pm by Lorena Fuentes

Pricing Unsealed Tuesday, January 6, 2026 3:25pm by Lorena Fuentes

All dates & times in Central Time

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Request for Proposals Emergency Medical Services with Mobile Intensive Care Unit.

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

3:00 pm, Tuesday, January 6, 2026.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 6, 2026.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. RFP 2026-006" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. RFP 2026-006

If you have any questions or require additional information contained the RFP, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Friday, December 26, 2025.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

Vendor	Email	Contact Address
Global Medical Response	james.stefka@amr.net	
Global Medical Response	kevin.tipton@amr.net	
Med-Care EMS	mvontiveros@medcare-ems.com	
Pharr Emergency Medical Services, City of	danny.ramirez@pharr-tx.gov	
2 Zero 5 Security Protection Inc.	admin@2zero5.com	
Medical Air Services Association, Inc.	salesb2bops@masaglobal.com	1301 International Parkway Suite 300 Sunrise FL 33323
City Ambulance Service	moe@cityambu.com	
DRC Emergency Services, LLC	jolie@drcusa.com	111 Veterans Memorial Blvd. Suite 1420 Metairie LA 70005
Diamondback Emergency Vehicles LLC.	jfar911@yahoo.com	
MedPro Supplies LLC	info@medprosuppliesllc.com	
Healthy LifeStyles RGV Medical Clinic	turkmd.hlrgv@gmail.com	
National Medical Services, Inc.	nms@nmslabs.com	200 Welsh Road Horsham PA 19044
Mission Regional Medical Center	lsurrock@primehealthcare.com	
GOODFAITH MEDICAL-EMMANUEL AKINYEMI MD-PA	goodfaithmedicalconsult@gmail.com	
B&E Medical Supply and Equipment, LLC	ehernandez@bemedsupply.com	
TRENTON MEDICAL IMAGING	crystalleal5325@gmail.com	
Renaissance Medical Foundation	el.villarreal@dhr-rgv.com	
Premier Medical	flopezit@gmail.com	
Elite Medical Training Solutions	emtsrgv@gmail.com	
MEDICAL CENTER	bravoana_nmata0669@yahoo.com	
A Plus Medical Examiners	aplusmedicalexaminers@gmail.com	
Center for Disease Detection	mike.kossman@cddmedical.com	
VALLEY PULMONARY GROUP PLLC	ebalderas@valleypulmonarygroup.org	
Code 3 first aid & safety supplies	code3safetysupplies@gmail.com	
MXR Imaging	renne.ramirez@mxrimaging.com	
ADEL HEALTH CARE SERVICES DBA General Supply and Contracting Services	adelhealthcare@gmail.com	
Texas Medical Transportation	jonathan.almanza.law@gmail.com	
DR BOSE INDUSTRIAL & FAMILY MEDICINE	jeanette.valdes@ashleypediatrics.com	
DNA REFERENCE LAB	masalih@dnareferencelab.com	
Medex Transportation Services	medex_tx@att.net	
The Center of Industrial Rehab Services	janie@industrialrehabservices.com	
KGR Psychological Health Services	kasandg@gmail.com	
SOUTH TEXAS FAMILY AND URGENT CARE CLINIC PLLC	gracemedicalandinfusion@gmail.com	
PCA Rx	heather@pcarx.com	
Advanced Healthstyles Fitness Equipment Inc.	agarcia@advancedexercise.com	Littelton CO 80120
Counseling Center of South Texas	office@ccstrgv.com	
Wellness Center	wellnesscenter22@gmail.com	2205 West Jackson Avenue McAllen TX 78501-7244
Luna Family Medical PLLC	lunafamilymedical@gmail.com	
MedZon Health	rfritsch@medzonhealth.com	
United Diagnostic Services LLC	rlankin@udshealth.com	1400 Ave Z, Suite 301 Brooklyn NY 11235

THE CITY OF Edinburg

RFP 2026-006 Emergency Medical Services with Mobile Intensive Care Unit
Opening Date: Tuesday, January 06, 2026 at 3:00 p.m.

Vendor	Contact Name	Contact Email	Contact Phone	Status	Submission Date
Lonestar Ambulance Services, Inc	Alex Rosa	arosa@lonestarambulance.net	(317) 200-7198	Submitted	1/6/2026 11:39
Med Care Emergency Medical Services, Inc	Gabriel Flores	g.flores@medcare-ems.com	(956) 668-9111	Submitted	1/6/2026 14:58

Pricing Table for Emergency Medical Services with Mobile Intensive Care U				Lonestar Ambulance		Med Care Emergency	
Line Item	Description	Quantity	Unit of	Unit Cost	Total	Unit Cost	Total
1	Emergency Medical Services with MICU	6	Each	$24,000.00	$144,000.00	$18,500.00	$111,000.00
	***Total X 12 Months**				**$1,728,000.00**		**$1,332,000.00**

City of Edinburg
Finance
Ascencion Alonzo, Finance Director
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

RFP No. RFP 2026-006

Request for Proposals Emergency Medical Services with Mobile Intensive Care Unit

RESPONSE DEADLINE: January 6, 2026 at 3:00 pm

Report Generated: Thursday, February 19, 2026

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Lonestar Ambulance Services, Inc	Med Care Emergency Medical Services, Inc
Proposal	Pass	Pass
If you have any proprietary documents, please attach the redacted document here.	No Response	No Response
Please upload your current insurance certificate.	Pass	Pass
Required Forms		
Qualification Statement	Pass	Pass
Please fill out and sign the Conflict of Interest Disclosure form and upload here	Pass	Pass
Please fill out and sign the General Questionnaire and upload here	Pass	Pass
Please fill out the Litigation Disclosure Form and upload here	Pass	Pass
Please fill out and sign HB 89 and upload here	Pass	Pass
Please fill out and sign the Senate Bill 13 and upload here	Pass	Pass
Please fill out and sign the Senate Bill 19 and upload here	Pass	Pass

Question Title	Lonestar Ambulance Services, Inc	Med Care Emergency Medical Services, Inc
Please fill out and sign the Non-Collusion Affidavit and upload here	Pass	Pass
Please fill out and sign the Conflict of Interest form and upload here	Pass	Pass
If awarded the 1295 form will need to be provided	Fail	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
1. Municipal Experience:	Points Based	10 *(10% of Total)*

Description:
Municipal experience of two years in comparable municipalities to Edinburg in size and population where the provider performed MICU service.

Criteria	Scoring Method	Weight (Points)
2. Provisions of services to the City and Community Outreach Program:	Points Based	10 *(10% of Total)*

Description:
10 Points

A. Highly advantageous: The provider will accept and complete all provisions listed a 1-7 under the section in the Request for Proposals identified as “Services Made Available” to the City and Community Outreach Program.

0 Points

B. Not acceptable (N/A): The provider cannot accept and complete all provisions listed as 1-7 under the section in the Request for Proposals identified as “Services Made Available” to the City and Community Outreach Program.

Criteria	Scoring Method	Weight (Points)
3. Additional requirements: The company will have the ability to provide (Maximum – 10 points):	Points Based	10 *(10% of Total)*

Description:

2 Points

A. CAD integration software as first stage to a silent dispatch system: ____ Yes ____No

2 Points

B. Mobile data terminal to allow enhanced communication and reduced air traffic: ____ Yes ____No

2 Points

C. AVL/GPS screen to the provider dispatch to locate the closest units to the incident: ____ Yes ____No

2 Points

D. New CAAS ambulance accreditation: ____ Yes ____No

2 Points

E. Driver Monitoring System: ____ Yes ____No

Criteria	Scoring Method	Weight (Points)
4. Location of service and degree of dedication the City:	Points Based	10 *(10% of Total)*

Description:
Service includes the place of vehicle garaging and local headquarters for personnel of the provider assigned to respond in the City under this contract for ambulance services.

10 Points

A. Highly advantageous: Service is **centrally located** in relation to the geographical distribution of call volume across the City with at least **six (6) ambulances** specifically dedicated and immediately available at all times to the EMS emergency required by the City. The ambulances dedicated are to be strategically located to afford the most advantageous response to calls for EMS. In lieu of a centrally located garage it shall also be considered highly advantageous if the provider has (2) central locations in the City, one (1) on the North side of the City and one (1) on the Sough side.

0 Points

B. Not acceptable (N/A): Service is not located in the City and not available for emergency responses in the City.

Criteria	Scoring Method	Weight (Points)
5. The company will have the ability to provide support during large scale incidents with own equipment:	Points Based	10 *(10% of Total)*

Description:
10 Points

A. Highly advantageous: Within 15 minutes to provide and **ADD** 5 units.

0 Points

B. Not acceptable (N/A): Any variation providing less resource than stated/required above in 6 (A).

Criteria	Scoring Method	Weight (Points)
6. Staffing:	Points Based	10 *(10% of Total)*

Description:

4 Points

A. Qualifications disciplines/skills – supervisors/employees.

3 Points

B. Quality assurance/improvements and complaint performance

3 Points

C. Medical Director Qualifications.

Criteria	Scoring Method	Weight (Points)
7. Ambulance fleet providing service to the City: The ability to provide back-up ambulances. (Maximum 10 points):	Points Based	10 *(10% of Total)*

Description:

10 Points

A. Highly advantageous: The provider has the ability to automatically assign a back-up ambulance to the City when the Sixth (6^{th}) dedicated Edinburg unit is dispatched. This unit must be geographically located so as to have ability to respond to EMS calls and to arrive within Edinburg city limits within ten (10) minutes after the sixth (6^{th}) dedicated Edinburg unit is dispatched.

5 Points

B. Not acceptable (N/A): The provider has the ability automatically assign a back-up ambulance to the City when the sixth (6^{th}) dedicated Edinburg unit is dispatched. This unit must be geographically located so as to have the ability to respond to EMS

calls and to arrive within Edinburg city limits within twenty (20) minutes after the sixth (6th) dedicated Edinburg unit is dispatched.

Criteria	Scoring Method	Weight (Points)
8. Experience with providing emergency medical response for large scale disasters:	Points Based	10 *(10% of Total)*

Description:

10 Points

A. Highly advantageous

0 Points

B. Not acceptable (N/A)

Criteria	Scoring Method	Weight (Points)
9. Ambulance Fleet providing services to the City (Maximum 10 points):	Points Based	10 *(10% of Total)*

Description:

10 Points

A. Highly advantageous: The provider will provide a fleet of six (6) or more ambulances less than three (3) years old to service the City.

5 Points

B. Advantageous: The provider will provide a fleet of six (6) or more ambulances to service the City that are less than five (5) years old from the date of service throughout the life of the contract.

0 Points

C. Not acceptable (N/A): The provider will provide a fleet of less than six (6) ambulances that are than five (5) years old.

Criteria	Scoring Method	Weight (Points)
10. Facility: Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators:	Points Based	10 *(10% of Total)*

Description:

10 Points

A. Highly advantageous

0 Points

B. Not acceptable (N/A)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Med Care Emergency Medical Services, Inc	91	95	97	**94.33**
Lonestar Ambulance Services, Inc	72	78	81	**77**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	1. Municipal Experience: Points Based 10 Points (10%)	2. Provisions of services to the City and Community Outreach Program: Points Based 10 Points (10%)	3. Additional requirements: The company will have the ability to provide (Maximum – 10 points): Points Based 10 Points (10%)	4. Location of service and degree of dedication the City: Points Based 10 Points (10%)	5. The company will have the ability to provide support during large scale incidents with own equipment: Points Based 10 Points (10%)	6. Staffing: Points Based 10 Points (10%)	7. Ambulance fleet providing service to the City: The ability to provide back-up ambulances. (Maximum 10 points): Points Based 10 Points (10%)	8. Experience with providing emergency medical response for large scale disasters: Points Based 10 Points (10%)	9. Ambulance Fleet providing services to the City (Maximum 10 points): Points Based 10 Points (10%)
Med Care Emergency Medical Services, Inc	10	9.7	9	8.7	10	9.7	9.3	8.7	10
Lonestar Ambulance Services, Inc	8.7	7	8	7	9.3	9.3	9.3	7.7	5

Vendor	10. Facility: Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators: Points Based 10 Points (10%)	Total Score (Max Score 100)
Med Care Emergency Medical Services, Inc	9.3	**94.33**
Lonestar Ambulance Services, Inc	5.7	**77**

INDIVIDUAL PROPOSAL SCORES

Lonestar Ambulance Services, Inc

1. Municipal Experience: | Points Based | 10 Points (10%)

Evaluator 1: 8

Provide service to the City of McAllen

Evaluator 2: 8

Evaluator 3: 10

2. Provisions of services to the City and Community Outreach Program: | Points Based | 10 Points (10%)

Evaluator 1: 6

Evaluator 2: 8

Evaluator 3: 7

3. Additional requirements: The company will have the ability to provide (Maximum – 10 points): | Points Based | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 8

4. Location of service and degree of dedication the City: | Points Based | 10 Points (10%)

Evaluator 1: 7

Evaluator 2: 7

Evaluator 3: 7

5. The company will have the ability to provide support during large scale incidents with own equipment: | Points Based | 10 Points (10%)

Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

6. Staffing: | Points Based | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

7. Ambulance fleet providing service to the City: The ability to provide back-up ambulances. (Maximum 10 points): | Points Based | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

8. Experience with providing emergency medical response for large scale disasters: | Points Based | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 7
Evaluator 3: 8

9. Ambulance Fleet providing services to the City (Maximum 10 points): | Points Based | 10 Points (10%)
Evaluator 1: 5
Evaluator 2: 5
Evaluator 3: 5

10. Facility: Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators: | Points Based | 10 Points (10%)
Evaluator 1: 6
Evaluator 2: 5
Evaluator 3: 6

Med Care Emergency Medical Services, Inc

1. Municipal Experience: | Points Based | 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 10
Evaluator 3: 10

2. Provisions of services to the City and Community Outreach Program: | Points Based | 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 9
Evaluator 3: 10

3. Additional requirements: The company will have the ability to provide (Maximum – 10 points): | Points Based | 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 8
Evaluator 3: 9

RFP states company is in the process of receiving their CAAS Accredidation.

4. Location of service and degree of dedication the City: | Points Based | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 8
Evaluator 3: 10

5. The company will have the ability to provide support during large scale incidents with own equipment: | Points Based | 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 10
Evaluator 3: 10

6. Staffing: | Points Based | 10 Points (10%)
Evaluator 1: 9
Evaluator 2: 10
Evaluator 3: 10

7. Ambulance fleet providing service to the City: The ability to provide back-up ambulances. (Maximum 10 points): | Points Based | 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 10
Evaluator 3: 10

8. Experience with providing emergency medical response for large scale disasters: | Points Based | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 10

Evaluator 3: 8

9. Ambulance Fleet providing services to the City (Maximum 10 points): | Points Based | 10 Points (10%)

Evaluator 1: 10

Evaluator 2: 10

Evaluator 3: 10

10. Facility: Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators: | Points Based | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 10

Evaluator 3: 10

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
RESOLUTION
Agenda Item No: 11.A.
Resolution

1. **Agenda Item:**
   Discuss and Consider Resolution Nominating a Candidate for a Vacant Appointed Director Seat on the Board of Directors of the Hidalgo County Appraisal District. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   In accordance with the Texas Property Tax Code, Section 6.03 and Section 6.031, a vacancy on the Hidalgo County Appraisal District Board of Directors has been declared. The existing Board of Directors must fill the vacancy in the manner as follows:
   1. Participating taxing units must nominate candidates via resolution for a vacant appointed director seat.
   2. Resolutions must be submitted by March 02, 2026.
   3. The Chief Appraiser will compile the list of nominees and submit it to the current Board of Directors.
   4. The Board will select a nominee from the list by majority vote to fill the vacancy at the March 11, 2026, Board of Directors meeting.

3. **Staff's Recommendation:**
   Discuss and Consider Resolution Nominating a Candidate for a Vacant Appointed Director Seat on the Board of Directors of the Hidalgo County Appraisal District.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:
A. Resolution

RESOLUTION NO: _____

THE STATE OF TEXAS	**§**	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG EXPRESSING ITS NOMINATION FOR THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the **CITY OF EDINBURG** is authorized to make nominations for the position to be filled in the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, this director shall serve the unexpired term ending December 31, 2027, and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said board; and,

WHEREAS, the City Council of the **CITY OF EDINBURG** must submit the name of the nominee by written resolution to the Chief Appraiser by March 02, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, that the name(s) of:

is/are hereby nominated by the City Council of the **CITY OF EDINBURG** to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Council of the **CITY OF EDINBURG** directs the Chief Appraiser to submit said nomination for consideration by the Hidalgo County Appraisal District Board of Directors to fill the vacancy.

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
APPOINTMENTS
Agenda Item No: 12.A.
Appointment for Advisory Boards & Committees

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Planning and Zoning Commission, Five Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following appointments to the City Advisory Boards, Councils, Commissions and Committees for consideration:

Planning and Zoning Commission - Function: The Commission consists of seven members. The Comission reviews and makes recommendations to the City Council on rezoning; special use permits; and subdivisions.

Present Member(s) - Expired Terms: Victor John Daniec, Rene Olivarez, Jorge A. Gonzalez, Rudy Ramirez, Ruby Casas

Applicant(s): Gabriel Salinas, Aaron Ray Villarreal, Matthew Lee Garnett, Roel Zamora, Rodolfo "Rudy" Ramirez, Rene Olivarez, Victor Daniec, Jorge A. Gonzalez, Ruby Casas, Carlos Jasso

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

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

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

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

Any vacancy, for whatever reason, of membership of any board, council, commission, or

committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

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

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

3. Staff's Recommendation:

Approve Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Planning and Zoning Commission, Five Members.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Yamilet Galvez,
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.A.
Resolution: Amnesty Program

1. **Agenda Item:**
Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 23, 2026 Through April 30, 2026. [Maribel Velasquez, Court Administrator]

2. **Description:**
The Municipal Court implemented an In-House Warrant Collection Division over 20 years ago. It was created to assist with collecting and disposing of outstanding fines and court costs due for outstanding traffic violations.

The Court is recommending an Amnesty Program for the waiver of fine and court cost for each Failure to Appear (FTA) and/or Violate Promise to Appear (VPTA) charge for outstanding citations beginning January 2004 to Current in an effort to collect and dispose of cases.

The period of performance is February 23, 2026, through April 30, 2026.

The Amnesty Program affords violators the opportunity to pay and dispose of delinquent citations that have been assessed such charge with the Court.

3. **Staff's Recommendation:**
Approve of the resolution supporting the Amnesty Program for the waiver of fines and court cost for the Failure to Appear (FTA) and/or Violate Promise to Appear (VPTA) violations for the time period February 23, 2026, through April 30, 2026.

Reviewed by:
Maribel Velasquez, Court Administrator
Josephine Ramirez Solis, City Attorney

Prepared by:
Rocio Castillo, Assistant Court Administrator

Attachments:
A. Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**A RESOLUTION OF THE CITY OF EDINBURG TEXAS, IMPLMENTING AN AMNESTY PROGRAM FOR THE TIME PERIOD FEBRUARY 23, 2026 THROUGH APRIL 30, 2026 TO WAIVE FINES AND COURT COST ON FAILURE TO APPEAR OR VIOLATE PROMISE TO APPEAR VIOLATIONS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, pursuant to State law, the Edinburg Municipal Court issues an arrest warrant for persons who fail to appear at the initial court setting that is listed on their citation; and

WHEREAS, in addition to an arrest warrant, persons who fail to appear receive an additional misdemeanor charge and additional fees incurred; and

WHEREAS, the amount of the fine and court cost is $185 for failing to appear in Municipal Court; and

WHEREAS, City of Edinburg desires to incentivize the public to address their outstanding citations by implementing a temporary Amnesty Program for the waiver of fines and court cost associated with failing to appear; and

WHEREAS, the City Council of the City of Edinburg believe that a grace period from February 23, 2026 through April 30, 2026, would prove mutually beneficial to the City and to the defendants who have been assessed such charge with the Municipal Court.

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 approves implementing an Amnesty Program from February 23, 2026 through April 30, 2026, to waive Failure to Appear and/or Violate Promise to Appear fines and court costs from the beginning of January 2004 to the present day. The City Manager is designated as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the Resolution.

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 take effect from February 23, 2026 through April 30, 2026.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a special meeting on the 17th day of February, 2026, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By:_____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.B.
Annual Review of the Investment Policy

1. **Agenda Item:**
Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]

2. **Description:**
Under the Public Funds Investment Act, Article 342a-2 V.T.C.S. (The "Act"), the City Council of the City of Edinburg shall review and adopt, by resolution, its investment strategy and policy at least annually. The City Council must adopt an investment policy which will designate its investment offers to manage local funds and submit to the governing body, quarterly and annual investment reports. All investments made on behalf of the City of Edinburg must comply with the "Public Funds Investment Act" and all federal, state and local statutes, rules or regulations. Since 1997, the Act has required that the governing body approve the investment training sessions. City staff has performed the annual review of the City of Edinburg's Investment Policy and Strategy and acknowledges that the policy attached is in full compliance with the current Public Funds Investment Act.

3. **Staff's Recommendation:**
Approve Resolution Approving Annual Review of the City of Edinburg's Investment Policy.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Investment Policy Resolution
B. Investment Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF EDINBURG, TEXAS APPROVING AN INVESTMENT POLICY

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act, requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Public Funds Investment Act requires the investment officers of the City to attend investment training; and

WHEREAS, the City of Edinburg approves of the investment training from an independent source that will be approved or endorsed by either the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League or the North Central Texas Council of Governments; and

WHEREAS, the investment officers of the City have attended an investment training course sponsored by the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments as required by the Public Funds Investment Act; and

WHEREAS, the investment policy, attached as Exhibit A, complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments.

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. That the City of Edinburg has complied with the requirements of the Public Funds Investment Act, and the Investment Policy attached hereto is hereby adopted as the investment policy of the City effective February 19, 2026.

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 the regular meeting on the 19th day of February, 2026, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

EDINBURG, TEXAS

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

_____
Josephine Ramirez Solis, City Attorney

Investment Policy

I. Scope

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

Pooling of Funds Except for cash in certain restricted and special funds, City of Edinburg will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

    a) **Credit Risk** City of Edinburg will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

    - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
    - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which City of Edinburg will do business
    - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

    b) **Interest Rate Risk** City of Edinburg will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

    - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
    - Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

    - A security with declining credit may be sold early to minimize loss of principal.
    - A security swap would improve the quality, yield, or target duration in the portfolio.
    - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

   Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probably income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in

financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of City of Edinburg.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the City Council, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the Director of Finance, City Manager, and/or Assistant City Manager, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Financial Dealers and Institutions

1. **Authorized Financial Dealer and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of $10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

   All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

   - Audited financial statements
   - Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
   - Proof of state registration, as appropriate
   - Completed broker/dealer questionnaire, as appropriate
   - Certification of having read and understood the City of Edinburg investment policy.

   An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Investment Advisors** The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the City. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City of Edinburg, however, retains ultimate responsibility as fiduciary of its assets.

V. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Edinburg are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimated and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following point:

1. Controls of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the

release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

9. At least three bids or offers must be solicited for all other transactions involving individual securities. The City's investment advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

VI. Investment Training

Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

VII. Suitable and Authorized Investments

In accordance with authorizing Federal and State laws, the Trust Agreements, the City's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the City may utilize the following investments for the investment of the City's funds:

Obligations of or Guaranteed by Governmental Entities

a) Obligations of the United States or its agencies and instrumentalities, excluding mortage-backed securities.

b) Direct obligations of the State of Texas or its agencies and Instrumentalities.

c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office,

or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the City.

In addition to City of Edinburg to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by City of Edinburg through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by City of Edinburg as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.

2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of City of Edinburg.

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. City of Edinburg appoints the depository institution selected by City of Edinburg under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back, at a future date, obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The City requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total City's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total City's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to

the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The City is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the City's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the City is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The City may invest its funds under its control through an eligible investment pool if the City Council by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The City may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

1) The types of investments in which money is allowed to be invested.

2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

3) The maximum stated maturity date any investment security within the portfolio has.

4) The objectives of the pool.

5) The size of the pool.

6) The names of the members of the advisory board of the pool and the dates their terms expire.

7) The custodian bank that will safe keep the pool's assets.

8) Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.
9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

10) The name and address of the independent auditor of the pool.

11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested.

2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.

3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.

4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.

5) The size of the pool.

6) The number of participants in the pool.

7) The custodian bank that is safekeeping the assets of the pool.

8) A listing of daily transaction activity of the City in the pool.

9) The yield and expense ratio of the pool.

10) The portfolio managers of the pool.

11) Any changes or addenda to the offering circular.

The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:

1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or

2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1) Has a defined termination date;

2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;

3) Is pledged to the City and deposited with the City or with a third party selected and approved by the City; and

4) Meets the following requirements:

a) The City Council of the City must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

b) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

c) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VIII. Investment Parameters

a) **Diversification** The investments shall be diversified by:

i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),

ii. limiting investment in securities that have higher credit risks,

iii. investing in securities with varying maturities, and

iv. continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

b) **Maximum Maturities** To the extent possible, City of Edinburg shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Edinburg will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. City of Edinburg shall adopt weighted

average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

IX. Reporting

a. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow City of Edinburg to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:

    i. Listing of individual securities held at the end of the reporting period.

    ii. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).

    iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.

    iv. Listing of investment by maturity date.

    v. Percentage of the total portfolio which each type of investment represents.

b. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

c. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

a. **Existing Securities Exemption** The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)

b. **Downgrade Provision** The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.

c. **Hold to Maturity** It is the City's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the City.

d. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

XI. Investment Strategy for Bond Funds The strategy and objectives for the investment of bond proceeds shall be to:

a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.

b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.

c. Limit market and credit risk through diversification.

d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.C.
2025-2026 Budget Transfer Request

1. **Agenda Item:**
Consider Approving the Fiscal Year 2025-2026 Budget Transfer Request for the General Fund. [Ascencion Alonzo, Director of Finance]

2. **Description:**
The Finance Department is presenting the budget transfer requested by the City department to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts.

Public Works

1. General Fund: FROM Rents & Contractuals TO Membership Dues, Subscriptions, in the Amount of $22,205. [Vincent Romero, Director of Public Works]

3. **Staff's Recommendation:**
Approve the Budget Transfer for the Fiscal Year 2025-2026 Budget, as requested by the department.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Budget Transfer Request Form

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General

DEPARTMENT Public Works

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept				-	*Category					
1	Rents & Contractuals	1	0	0		3	0	0	0		5	1	2	2	4	0	$22,205.00
											Total						$22,205.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept				-	*Category					
1	Membership Dues, Subscr	1	0	0		3	0	0	0		5	1	3	2	1	0	$22,205.00
											Total						$ 22,205.00

Explanation: Regional Stormwater Task Force were budgeted using incorrect account. Transfer of Funds required to be in compliance with ASB 96.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 2/5/26

2. _____ 2/10/26

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 02/10/2026

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 2/10/26

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___
Initials

DATE ENTERED TO INCODE: ___/___/___ ___
Initials

Form Updated 4/19/2023

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.D.
RFP 2026-002, Debris Monitoring & Recovery Services

1. **Agenda Item:**
Consider Awarding RFP No. 2026-002, Debris Monitoring & Recovery Services to Tetra Tech, Inc. and Authorize the City Manager to Enter Into a Service Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The purpose of this RFP request was to identify those firms which may assist the City in planning and further coordinating/monitoring the City's debris removal and recovery efforts after a large-scale disaster. Monitoring of debris removal and disposal activities is a critical component in successful debris management operations and is the primary component in the justification documentation of any application for FEMA Public Assistance funding. This service can be provided by independent consultants that are selected by the City to provide such service. In order for the City to obtain the maximum reimbursement of costs from a natural disaster, FEMA, the principal federal agency overseeing disaster recovery, prefers that agreements for disaster services be competitively bid and negotiated contracts established in advance of a disaster prior to an emergency.

On Tuesday, November 25, 2025, request for proposals were opened for RFP 2026-002, Debris Monitoring & Recovery Planning Services. The City received three (3) responses meeting the minimum specifications for the RFP and were therefore evaluated. The committee, consisting of the two departments that are directly responsible for debris removal, cleanup operations and federal assistance submittals, evaluated those proposals. The evaluation criteria included the proposer's qualifications, experience, proposed pricing, background performance, methodology and capacity to perform. It is expected that the qualified firm selected will have sufficient staffing levels, a commitment to carry out the project without constraint, and perform their services under the same standards demonstrated by our staff, exemplifying the quality of work and professionalism expected by our citizens. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in the project.

The responsibility of these Consultants will be to deploy trained debris monitors to observe and document contractor activities. At a minimum, these monitors should be stationed at all pick-up and disposal sites. It is in the City's best interest to enter into an agreement with this type of firm with the capability and flexibility to provide these services in the event of a disaster of sufficient magnitude that the city needs to utilize disaster-related services.

The scope of services will include, but will not be limited to items such as:

- Conduct post-storm debris quantifications and response operations planning
- Monitor multiple contractors, at the direction of the City
- Certify contractor vehicles and complete safety checklists
- Issue and sign multipart load tickets from field-monitored positions
- Conduct staging area monitoring to include validating truck haul quantities, signing lead tickets,

and ensuring trucks are empty on departure
- Implement and maintain a disaster debris operations management system linking load ticket
- Temporary Debris Management Site (TDMS) information to support reconciliation and documentation
- Troubleshoot collection delays and other operational issues in work areas
- Provide daily and weekly updates to the City
- Conduct final inspections, monitor TDMS restoration, deliver debris disposal reports, and closeout reports
- Perform other related assignments as directed by the debris management office or designated City Personnel

The attached tabulation identifies those firms evaluated and listed from highest to lowest based on the evaluation criteria. The top firms for independent monitoring of all debris removal, processing and/or disposal activities are identified in the tabulation sheet. There is no cost to the City for entering into the agreement. The rates as outlined in the price schedule only apply upon the city's authorization for service after an actual event. The unit price schedule for each firm is attached for your review.

Below is the list of responsive bidders in ranking order:

Vendor

1. Tetra Tech, Inc.
2. Debris Tech, LLC
3. Thompson Consulting

If approved, this Service Agreement would be effective from the awarded date to December 31, 2028, with an option to renew for up to two additional one (1) year periods, allowing for a five (5) year total contract term.

Staff has verified that no monies are owed to the City by Tetra Tech, Inc.

3. Staff's Recommendation:

Approve Awarding RFP No. 2026-002, Debris Monitoring & Recovery Services to Tetra Tech, Inc. and Authorize the City Manager to Enter into a Service Agreement.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Rating Sheet
B. Notice to Bidders
C. Tetra Tech, Inc.
D. DebrisTech, LLC
E. Thompson Consulting Services, LLC
F. Sample Service Agreement
G. Agreement with Tetra Tech, Inc.
H. Bidders List

RFP 2026-002, Debris Monitoring & Recovery Planning Services	
Opening Date: Tuesday, November 25, 2025	
Vendor	**Total Score**
Tetra Tech, Inc.	97.75
DebrisTech, LLC	86.75
Thompson Consulting Services, LLC	86.75

REQUEST FOR PROPOSAL

RFP 2026-002

DEBRIS MONITORING & RECOVERY PLANNING SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 5, 2025

DEADLINE FOR QUESTIONS: November 17, 2025

RESPONSE DEADLINE: November 25, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR PROPOSAL

Debris Monitoring & Recovery Planning Services

I. Introduction .....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications .....

V. Vendor Questionnaire.....

VI. Evaluation Criteria.....

Attachments:

A - Attachment II - RFP Evaluation Form

B - Rules for Electronic Bidding

C - Edinburg_DDMP_with_Appendices

D - Attachment III - Insurance Requirements

E - Attachment IV - Insurance Requirements Acknowledgement (Place Under Vendor Questionnaire)

F - Attachment I - Financial Proposal (Pricing Sheet_Place Under Vendor Questionnaire)

G - Attachment V - Project Requirements Acknowledgement (Place Under Vendor Questionnaire)

H - Attachment VI - Proposer Qualifications - General Questionnaire (Place Under Vendor Questionnaire)

I - Attachment VIII - Sample Agreement

J - Attachment IX - Submittal Checklist

K - Attachment VII - Signature Page (Place Under Vendor Questionnaire)

L - Scope of Work

1. Introduction

1.1. Summary

The City of Edinburg is soliciting proposals from qualified firms to provide disaster recovery mitigation and debris management consultant who will provide consulting and contract compliance monitoring services related to the contracted disaster debris removal and disposal activities. The services provided by the Consultant will assist the City in satisfying the FEMA Public Assistance Debris Monitoring and Reporting Requirements.

1.2. Background

The Consultant must be knowledgeable in TxDOT, TCEQ, FEMA and Federal Highway Administration (FHWA) regulations, guidelines, and operating policies and planning requirements. The Consultant shall monitor, report, and coordinate with the disaster debris removal Contractor(s) and the City activities to ensure a compliant, well-managed and organized approach to debris removal and disposal within applicable TxDOT, TCEQ, FEMA and FHWA guidelines.

1.3. Contact Information

Project Contact:
Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Procurement Contact:
Lorena Fuentes
Finance Manager
415 W. University Drive
Edinburg, TX 78539
Email: lfuentes@cityofedinburg.com
Phone: (956) 388-8972

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	November 5, 2025

Question Submission Deadline	November 17, 2025, 3:00pm
Proposal Submission Deadline	November 25, 2025, 3:00pm City Hall Conference Room , 415 W University, Edinburg, TX 78539

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Debris Monitoring & Recovery Planning Services.

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

3:00 pm, Tuesday, November 25, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, November 25, 2025.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. RFP 2026-002" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. RFP 2026-002

If you have any questions or require additional information contained the RFP, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Monday, November 17, 2025.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Debris Monitoring & Recovery Planning Services

INTENT

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

SUBMITTAL OF "HARD COPY" RFP

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Debris Monitoring & Recovery Planning Services as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. Debris Monitoring & Recovery Planning Services

The project consists of providing the City with a disaster recovery mitigation and debris management consultant who will provide consulting and contract compliance monitoring services related to the contracted disaster debris removal and disposal activities. The services provided by the Consultant will assist the City in satisfying the FEMA Public Assistance Debris Monitoring and Reporting Requirements.

See vendor questionnaire and attachments for details.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

*5.4.10. Financial Proposal (Pricing_Sheet)**

Please download the below documents, complete, and upload.

- Attachment_I_-_Financial_Pr...

*Response required

*5.4.11. Proposer Qualifications**

Please download the below documents, complete, and upload.

- Attachment_VI_-_Proposer_Qu...

*Response required

*5.4.12. Signature Page**

Please download the below documents, complete, and upload.

- Attachment_VII_-_Signature_...

*Response required

*5.4.13. Project Requirements Acknowledgement**

Please download the below documents, complete, and upload.

- Attachment_V_-_Project_Requ...

*Response required

*5.4.14. Insurance Requirements**

Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**PROPOSER'S QUALIFICATIONS/EXPERIENCE** Contractor's ability to be there on time with the resources needed Including, but not limited to, i) Quantity, quality, and availability of management personnel, equipment and labor resources, ii) experience providing equal or greater level of services under the same or similar circumstances, and iii) demonstrates skills in their experience managing debris monitoring.	Points Based	20 *(20% of Total)*
2.	**PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICING** Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees.	Points Based	60 *(60% of Total)*
3.	**TECHNICAL PROPOSAL EVALUATION** Confidence in approach and methodology, Contractor's ability, commitment, understanding of the project and familiarity with rules and regulations and the ability pre-plan, stage, and monitor the work, and its experience in handling accounting, reports, briefings and reimbursements.	Points Based	20 *(20% of Total)*

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

[TETRA TECH, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-002

Debris Monitoring & Recovery Planning Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

Tetra Tech, Inc. Response

CONTACT INFORMATION

Company:
Tetra Tech, Inc.

Email:
tdr.mktg@tetratech.com

Contact:
Alex Renaux

Address:
2301 Lucien Way
suite 120
Maitland, FL 32751

Phone:
(321) 441-8564

Website:
N/A

Submission Date:
Nov 25, 2025 1:42 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

RFP_2026-002_Debris_Monitoring_Services_TetraTech.pdf

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

RFP_2026-002_Debris_Monitoring_Services_TetraTech_Redacted.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Evidence_of_Insurance_1M_Exp_Oct_2026.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

4_Conflict_of_Interest_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

4.2_General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_HouseBill_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...

4.5_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...

4.6_Senate_Bill_19.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

4.7_Non-Collusion_Affidavit.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

4.8_Conflict_of_Interest_form.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

FINANCIAL PROPOSAL (PRICING_SHEET)*
Please download the below documents, complete, and upload.

- Attachment I - Financial Pr...

4.10_Financial_Proposal.pdf

PROPOSER QUALIFICATIONS*
Please download the below documents, complete, and upload.

- Attachment VI - Proposer Qu...

4.11_Proposer_Qualifications.pdf

SIGNATURE PAGE*
Please download the below documents, complete, and upload.

- Attachment VII - Signature ...

4.12_Signature_Page.pdf

PROJECT REQUIREMENTS ACKNOWLEDGEMENT*
Please download the below documents, complete, and upload.

- Attachment V - Project Requ...

4.13_Project_Requirements_Acknowledgement.pdf

INSURANCE REQUIREMENTS*
Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

4.14_Insurance_Requirements.pdf

TETRA TECH







Proposal for (RFP No. 2026-002)

Debris Monitoring & Recovery Planning Services

City of Edinburg, Texas

Electronic Submission | November 2025

Cover Letter

City of Edinburg
Submitted Electronically

November 25, 2025

Subject: Debris Monitoring & Recovery Planning Services (RFP No.: 2026-002)

Dear Ms. Lorena Fuentes and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to City of Edinburg's (City) request for proposals for Debris Monitoring & Recovery Planning Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the City:

- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 450 local and state government clients** with planning for and recovering from disasters. With extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of **over 256 million cubic yards (CYs) of debris**, resulting in more than **$81 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Milton, Helene, Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Unmatched Debris Management Experience Throughout the State of Texas and City of Edinburg.** Since 2008, our firm has **assisted more than 100 communities in Texas** with response and recovery efforts after Hurricanes Rita, Dolly, Ike, Harvey, Hanna, Nicholas, and Laura, and more recently, the 2023 Winter Storms in the Austin area, the May 2024 severe storms in Harris County, and Hurricane Beryl in 2024. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, droughts, floods. Our diverse experience in the state gives us an in-depth understanding of the challenges faced by Texas communities. Additionally, Tetra Tech has 14 offices in Texas, allowing us to quickly respond to the City's needs. As proven by our extensive past performance in Texas and throughout the country, the City can rely on Tetra Tech to execute this effort successfully.

> We are proud to be trusted by the City as its **incumbent debris monitoring services provider** and **proven long-term partner in disaster response and recovery.** We renew our commitment to provide swift, dedicated, and compliant service, as we have in prior activations following Hurricane Hanna in 2020.

- **Deeply Experienced Project Management Team.** The team of disaster debris experts who were specifically selected for this engagement were chosen based on their experience, programmatic expertise, and availability to respond to City of Edinburg's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** Additionally proposed Project Manager Jose Segundo is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program. **He also supported the City of Edinburg during the 2020 activation following Hurricane Hanna, overseeing field operations and ensuring FEMA-compliant documentation throughout the response.**

- **Full-Service Disaster Recovery Firm.** Tetra Tech is the leading firm in the country that can provide FEMA reimbursement and disaster grant support combined with engineering capabilities to offer full-service disaster support solutions. Whether it is helping the City obtain reimbursement from FEMA for its disaster-related costs, obtaining additional disaster grants to pay for mitigation projects that will come available in coming months, or developing cost estimates and bid specs for damaged assets, Tetra Tech is ready and able to support the City in any of its disaster-related needs.
- **Immediate Response Capability to Meet the City's Needs.** Our team understands the importance of rapid mobilization of qualified staff. We are committed to provide a project team that meets the technical requirements of the RFP and maximizes use of local personnel when possible. With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the City within hours of a disaster. Following Hurricane Hanna, Tetra Tech immediately implemented a campaign to hire local residents to assist with the debris monitoring program and was able to mobilize over 30 local staff during that process. Our staff of interdisciplinary experts will apply the necessary project controls to efficiently complete and document fieldwork and provide follow-up support—including appeal development and closeout audit support—long after completion of fieldwork. Our team has never failed to respond to a client's needs, providing each community with a dedicated project team.
- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac*™ ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. *RecoveryTrac*™ ADMS enables real-time collection data and furnishes accurate and timely reporting to City stakeholders. ***RecoveryTrac*™ ADMS has been validated by the United States Army Corps of Engineers (USACE)** twice (in 2015 and 2023) and is the ADMS preferred by USACE debris contractors.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: ***Mr. Ralph Natale***
711 Navarro St. Ste. 560 San Antonio, TX 78205
Phone: (407) 803-2551 | Fax: (321) 441-8501
ralph.natale@tetratech.com

Contractual Representative: ***Ms. Betty Kamara***
711 Navarro St. Ste. 560 San Antonio, TX 78205
Phone: (407) 803-2551 | Fax: (321) 441-8501
TDR.contracts@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel,
Business Unit President – Tetra Tech Disaster Recovery

CERTIFICATE OF CORPORATE RESOLUTION
TETRA TECH, INC.

To: City of Edinburg, Texas

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to the City of Edinburg RFP for Debris Monitoring & Recovery Planning Services. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 24th day of November, 2025.

Preston Hopson
Senior Vice President, General Counsel and Secretary

(Seal)

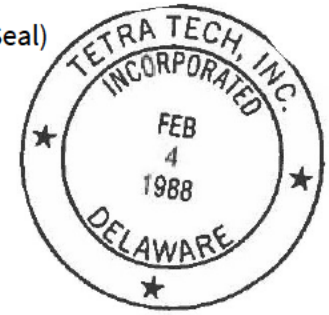


Table of Contents

Cover Letter....1
Table of Contents....4
Executive Summary....5
Degree of Compliance....10
Proposer Qualifications and Experience....11
Proposed Solution / Technical Response....54
Innovative Concepts....94
Project Schedule....98
Financial Proposal....100
Required Forms....101

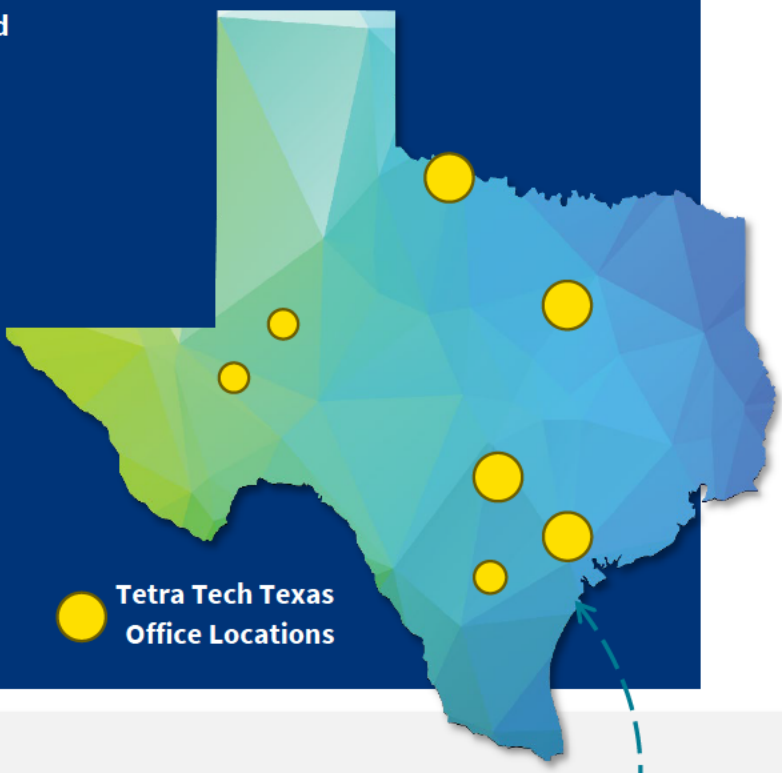
Executive Summary

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. We are a **global company with over 30,000 employees** providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a **field-tested and proven methodology for response and recovery.**

Our team has successfully assisted over 450 local and state government clients across the nation with planning for and recovering from natural and human-caused disasters. We have overseen and managed the removal of over 256 million cubic yards (CYs) of debris, resulting in excess of $81 billion in reimbursable costs to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters since 2001.

Tetra Tech is a global firm with national leadership and local expertise.



Texas Presence by the Numbers

1,600+
Staff Employed

33M+
CYs of Debris Monitored

537K+
Hangers, Leaners, and Stumps

14
Offices

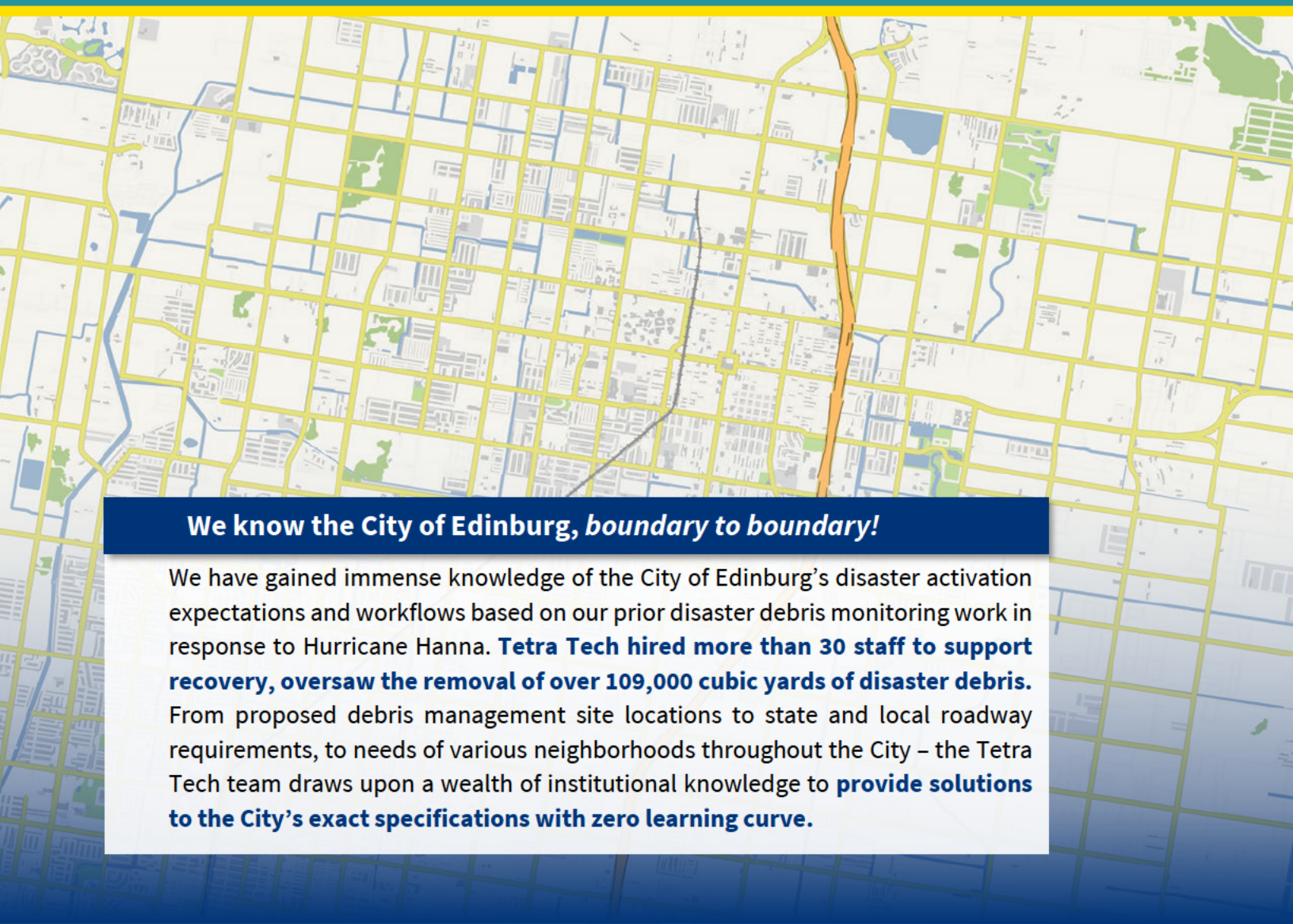
We have a proven record of success with the City.

We renew our commitment to providing the City a **swift, compliant, and dedicated response** during both steady-state conditions and times of disaster.

We can ensure the City that we are prepared to seamlessly deliver disaster debris monitoring services because we have done it before. Tetra Tech is a trusted and proven partner that supported the City of Edinburg during Hurricane Hanna (2020), enabling faster mobilization and reduced audit exposure. **Following Hurricane Hanna, our team rapidly mobilized to respond to the City's needs, including hiring and managing a team of over 30 field monitors.**

109K+ CY of Debris Monitored

30+ Local Staff Hired



We know the City of Edinburg, *boundary to boundary!*

We have gained immense knowledge of the City of Edinburg's disaster activation expectations and workflows based on our prior disaster debris monitoring work in response to Hurricane Hanna. **Tetra Tech hired more than 30 staff to support recovery, oversaw the removal of over 109,000 cubic yards of disaster debris.** From proposed debris management site locations to state and local roadway requirements, to needs of various neighborhoods throughout the City – the Tetra Tech team draws upon a wealth of institutional knowledge to **provide solutions to the City's exact specifications with zero learning curve.**

There is no team better equipped to be the City's **strategic partner** in disaster response and recovery.

We have assembled a team of disaster debris experts who were specifically selected for this engagement based on their experience, programmatic expertise, and availability to respond to the City's needs.

The proposed team is the best in the industry, and has honed lessons learned through our Hurricane Hanna operations to deliver an enhanced model of operations. Our staff continue to work with the City to overcome obstacles and collaborate with City, State, and Federal leadership to make improvements in operating procedures and communication flows to mitigate risk. We will continue our efforts to advocate for transparent guidance and constructive engagement at the State and Federal level to help guide the City's operations.



John Buri,
Senior Management Team

Mr. John Buri, a local Texan, is a recognized leader in post-disaster recovery programs, bringing 24 years of expertise in helping communities navigate the complexities of disaster recovery funding with federal grants. His work includes guiding clients through recovery from devastating wildfires and managing projects in large cities and counties with complex governmental structures. With a deep understanding of FEMA, HUD, and other federal recovery programs, John ensures his clients maximize funding opportunities while adhering to strict compliance requirements.



Nick Russo,
Regional Project Manager

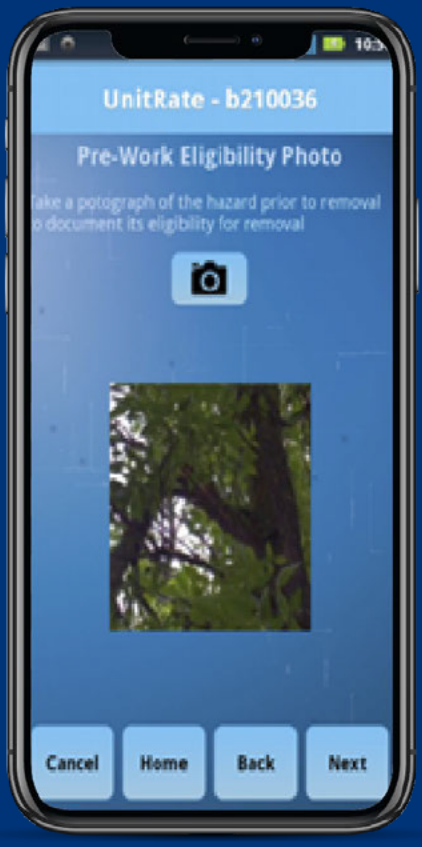
Mr. Nick Russo, a current Houston resident, has extensive experience in disaster debris management, having overseen debris removal operations for multiple federally declared disasters, including Hurricane Beryl, Ike, Hurricane Harvey, and Hurricane Ian. He has managed the coordination of debris removal teams, established field operations, and ensured compliance with FEMA guidelines. His leadership in recruiting and training local debris monitors, combined with his expertise in damage assessment and regulatory coordination, has contributed to the successful recovery efforts following these significant events. Nick was specifically chosen for this project due to his in-depth knowledge of disaster recovery operations within the State of Texas.

Nothing can beat our *RecoveryTrac*™ ADMS.

Tetra Tech's *RecoveryTrac*™ automated debris management system (ADMS) has been designed to collect and manage data required for federal reimbursement while simultaneously providing clients with complete transparency into the speed and efficiency of debris removal operations.

For more than two decades, Tetra Tech has been an industry leader in the innovative use of Geographic Information Systems (GIS) technology. Tetra Tech has worked with the largest federal and state agencies on wide-ranging GIS projects, including the Department of Defense and the Federal Aviation Administration.

We believe the best way to understand disaster debris removal data is to visualize it. Beyond charts and graphs, Tetra Tech is leading the industry in GIS technology integration to disaster debris monitoring operations. Our ADMS technology is integrated with GIS features at every stage to provide a real-time view of operations allowing the City to **use real-time information as a tool to better manage daily operations.**

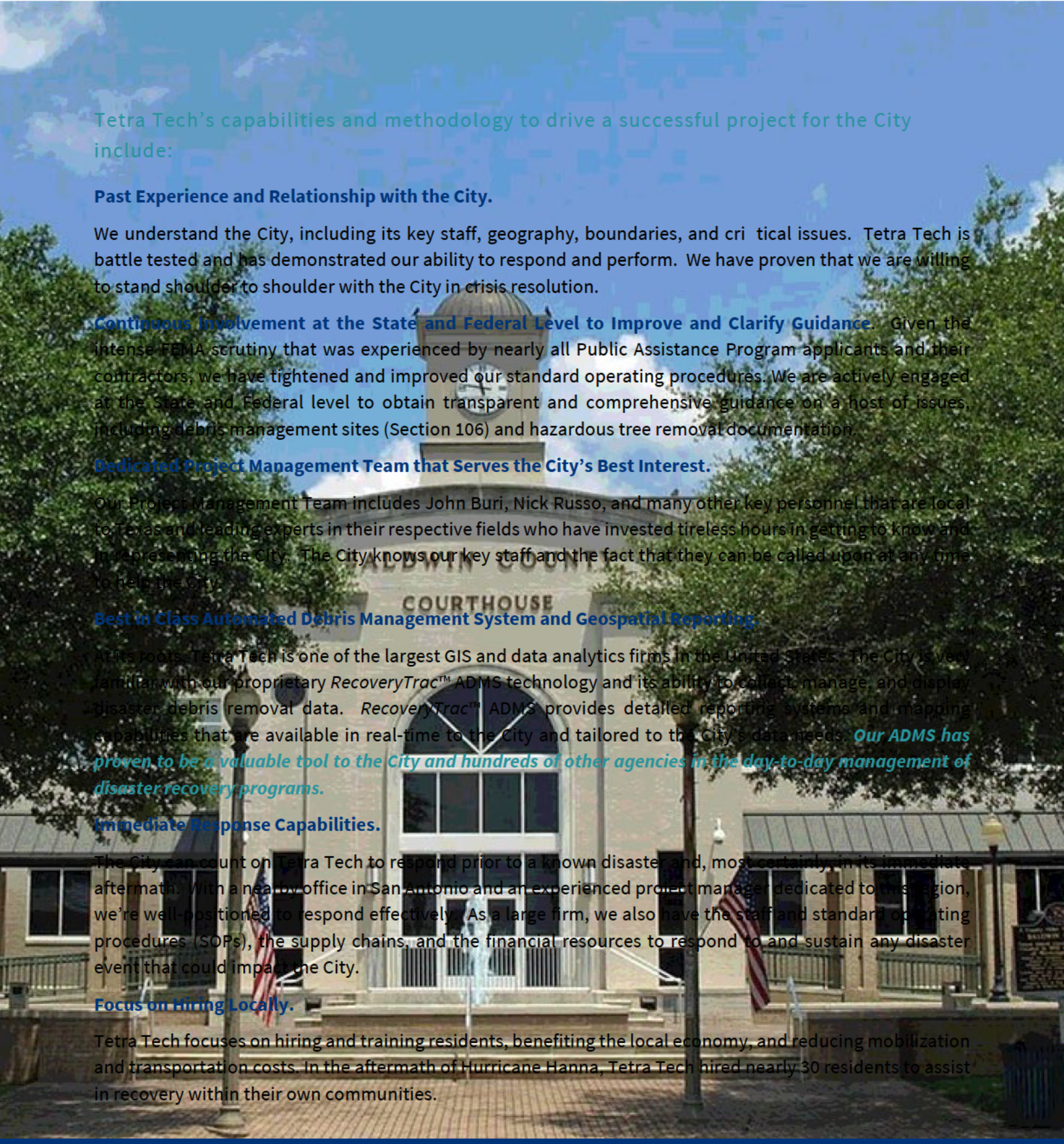


RecoveryTrac™

Tetra Tech utilizes its proprietary *RecoveryTrac*™ technology to monitor and manage recovery efforts electronically, increasing productivity while decreasing fraud, human error, and cost. The City is familiar with leveraging this powerful suite of tools to inform its disaster debris removal operations.

***RecoveryTrac*™ enables real-time collection data and timely reporting to City stakeholders. Tetra Tech has implemented *RecoveryTrac*™ ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology increases efficiency and improves management of debris removal efforts.**

***RecoveryTrac*™ ADMS is validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.**



Tetra Tech's capabilities and methodology to drive a successful project for the City include:

Past Experience and Relationship with the City.

We understand the City, including its key staff, geography, boundaries, and cri tical issues. Tetra Tech is battle tested and has demonstrated our ability to respond and perform. We have proven that we are willing to stand shoulder to shoulder with the City in crisis resolution.

Continuous Involvement at the State and Federal Level to Improve and Clarify Guidance. Given the intense FEMA scrutiny that was experienced by nearly all Public Assistance Program applicants and their contractors, we have tightened and improved our standard operating procedures. We are actively engaged at the State and Federal level to obtain transparent and comprehensive guidance on a host of issues, including debris management sites (Section 106) and hazardous tree removal documentation.

Dedicated Project Management Team that Serves the City's Best Interest.

Our Project Management Team includes John Buri, Nick Russo, and many other key personnel that are local to Texas and leading experts in their respective fields who have invested tireless hours in getting to know and in representing the City. The City knows our key staff and the fact that they can be called upon at any time to help the City.

Best in Class Automated Debris Management System and Geospatial Reporting.

At its roots, Tetra Tech is one of the largest GIS and data analytics firms in the United States. The City is very familiar with our proprietary *RecoveryTrac*™ ADMS technology and its ability to collect, manage, and display disaster debris removal data. *RecoveryTrac*™ ADMS provides detailed reporting systems and mapping capabilities that are available in real-time to the City and tailored to the City's data needs. ***Our ADMS has proven to be a valuable tool to the City and hundreds of other agencies in the day-to-day management of disaster recovery programs.***

Immediate Response Capabilities.

The City can count on Tetra Tech to respond prior to a known disaster and, most certainly, in its immediate aftermath. With a nearby office in San Antonio and an experienced project manager dedicated to this region, we're well-positioned to respond effectively. As a large firm, we also have the staff and standard operating procedures (SOPs), the supply chains, and the financial resources to respond to and sustain any disaster event that could impact the City.

Focus on Hiring Locally.

Tetra Tech focuses on hiring and training residents, benefiting the local economy, and reducing mobilization and transportation costs. In the aftermath of Hurricane Hanna, Tetra Tech hired nearly 30 residents to assist in recovery within their own communities.

Tetra Tech appreciates the opportunity to continue supporting the City of Edinburg and confirms our willingness to enter into a contract with the City to provide the requested Debris Monitoring and Recovery Planning Services in full accordance with the RFP requirements.

Financial Proposal

Tetra Tech is pleased to present our cost proposal for Debris Monitoring and Recovery Planning Services in accordance with the requirements outlined in the RFP. The pricing information provided on below reflects a clear and competitive structure designed to support the successful execution of the proposed scope of work. We welcome any questions or clarifications the City may have regarding this cost proposal and remain committed to supporting your community's recovery with efficient, cost-effective, and compliant services.

ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	$74.00
Operations Managers	$60.00
GIS Analyst	$45.00
Field Supervisors	$45.00
Debris Site/Tower Monitors	$35.00
Load Ticket Data Entry Clerks	$0.00
Billing/Invoice Analysts	$45.00
Project Assistants	$32.00
Field Coordinators (Crew Monitors)	$35.00
Rental of Equipment	*At Cost

*Special costs shall be billed at cost without mark-up.

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	**Hourly Rates:**
Data Manager	$55.00

Required Forms

Tetra Tech has completed and provided the following required forms:

- Attachment I – Financial Proposal (Pricing Sheet)
- Attachment IV – Insurance Requirements Acknowledgement
- Attachment V – Project Requirements Acknowledgement
- Attachment VI – Proposer Qualifications – General Questionnaire
- Attachment VII – Signature Page
- Attachment IX – Submittal Checklist
- Conflict of Interest Disclosure Form (CIQ)
- General Questionnaire
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- Non-Collusion Affidavit
- Conflict of Interest Form

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Rental of Equipment	*At Cost

*Special costs shall be billed at cost without mark-up.

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	**Hourly Rates:**
Data Manager	$55.00

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Jonathan Burgiel, authorized representative for Tetra Tech, Inc. (Company/Vendor), Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $1M

Automobile Liability: $5M General Liability: $1M

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).

_____ November 24, 2025

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
3475 E. Foothill Boulevard
Pasadena, CA 91107 USA

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2025 10/01/2025	10/01/2026 10/01/2026	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	Professional Liability and Contractor's Pollution Liability			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

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ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Jonathan Burgiel, possess all of the APPLICABLE:

1. Licenses: LMRMKLLL3LG5 (SAM.gov)
2. Bonds: Not Applicable
3. Certificates: Not Applicable
4. Permits: Not Applicable
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ November 24, 2025

Authorized Signature Date

Tetra Tech, Inc.

Company

2301 Lucien Way Suite 120

Address

Maitland, Fl 32751

CITY, State, Zip

TETRA TECH, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LMRMKLLL3LG5	**078E8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 13, 2026**	
Physical Address	Mailing Address	
3475 E Foothill BLVD **Pasadena, California 91107-6024** **United States**	**3475 East Foothill Boulevard** **Pasadena, California 91107-6024** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Tetra Tech, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 28	**Delaware / United States**	**http://www.tetratech.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 15, 2025	**Oct 13, 2025**	**Feb 20, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 1, 1988	**Sep 30**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

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?

Yes

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?

No

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
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
(blank)

Profit Structure
For Profit Organization

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
078E8

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********48**

Lock Box Number
1654

Financial Institution
WELLS FARGO BANK, NA

Account Number
*********25**

Automated Clearing House

Phone (U.S.)
6269196620

Email
tes.cashapps@tetratech.com

Phone (non-U.S.)
(blank)

Fax
6269192909

Remittance Address

TETRA TECH, INC.
3475 East Foothill Boulevard
Pasadena, California 91107
United States

Taxpayer Information

EIN
*******8514**

Type of Tax
Applicable Federal Tax

Taxpayer Name
TETRA TECH INC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Director

TIN Consent Date
Oct 13, 2025

Address
3475 East Foothill BLVD
Pasadena, California 91107

Signature
Barbara Petersen

Points of Contact

Accounts Receivable POC

Aleah Lazo, AR MANAGER
aleah.lazo@tetratech.com
6263514664

Electronic Business

BARBARA A PETERSEN, Director
barbara.petersen@tetratech.com
6264702407

3475 East Foothill Boulevard
Pasadena, California 91107
United States

AMANDA J. WESTON
amanda.weston@tetratech.com
6264702564

5383 Hollister AVE.
STE. 130
Santa Barbara, California 93111
United States

Government Business

BARBARA PETERSEN, DIRECTOR
barbara.petersen@tetratech.com
6264702407

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Pasadena, California 91107
United States

DOINA A. ATWATER
doina.atwater@tetratech.com
7034447000

14151 Newbrook Drive
STE. 400, 450
Chantilly, Virginia 20151
United States

Past Performance

BARBARA PETERSEN
barbara.petersen@tetratech.com
6264702407

3475 East Foothill Boulevard
Pasadena, California 91107
United States

HA LY
ha.ly@tetratech.com
9093825139

301 E. Vanderbilt WAY
STE. 450
San Bernardino, California 92408
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	237990	**Other Heavy And Civil Engineering Construction**
	334511	**Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing**
	518210	**Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services**
	541310	**Architectural Services**
	541320	**Landscape Architectural Services**
	541380	**Testing Laboratories And Services**
	541420	**Industrial Design Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	541820	**Public Relations Agencies**
	541990	**All Other Professional, Scientific, And Technical Services**
	562112	**Hazardous Waste Collection**
	562910	**Remediation Services**

611430	**Professional And Management Development Training**
712120	**Historical Sites**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$5,000,000,000.00

Number of Employees (in accordance with 13 CFR 121)
28000

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

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, Application For Certificate Of Authority for TETRA TECH, INC. (file number 9223306), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on July 31, 1992.

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 April 28, 2023.

Jane Nelson
Secretary of State

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: Tetra Tech, Inc.

(full, correct legal name)

Address: 2301 Lucien Way Suite 120 Maitland, FL 32751

Telephone/Fax: 407-803-2551

1. 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

2. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

3. Where is the Company's corporate headquarters located? Pasadena, California

4. Does the Company have an office located in Edinburg, Texas? Yes____ No X If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?_____ (years) _____(months)

5. State the number of full-time employees at the Edinburg office. Not Applicable

6. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No X If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?_____ (years) _____(months)

7. State the number of full-time employees at the Hidalgo County office. Not Applicable

8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

9. 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. _____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

    Name: Jonathan Burgiel

    Address: 2301 Lucien Way Suite 120 Maitland, FL 32751

    Telephone: 407-803-2551

    Fax: 321-441-8501

    Email: TDR.contracts@tetratech.com

11. 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._____

12. 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. _____

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

Not Applicable

ATTACHMENT VII – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Tetra Tech, Inc.

Company Address: 2301 Lucien Way Suite 120

City, State, Zip Code: Maitland, Fl 32751

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. 407-803-2551 Fax No. 321-441-8501 e-mail TDR.contracts@tetratech.com

Print Name: Jonathan Burgiel Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT IX – SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST

This checklist is to help the PROPOSER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
*Cover Letter	
*Financial Proposal (Attachment I in the RFP)	
*Insurance Requirement Acknowledgement (Letter from Insurance Provider and copy of current Insurance Certificate) (Attachment IV in RFP)	
*Project Requirements Acknowledgement (Attachment V in RFP)	
*Proposer Qualifications – General Questionnaire (Section VI in the RFP)	
*Signature Page (Section VII in the RFP)	
Submittal Checklist (Section IX in the RFP)	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

November 24, 2025

Company/Vendor Name:

Tetra Tech, Inc.

Printed Name and Title:

Jonathan Burgiel, Business Unit President

Authorized Signatory:

_____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Tetra Tech, Inc.
(Full, correct legal name)

- Address: 2301 Lucien Way Suite 120 Maitland, FL 32751
- Telephone/Fax: 407-803-2551 /321-441-8501
- Email address: TDR.contracts@tetratech.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? Pasadena, California

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: Jonathan Burgiel
Address: 2301 Lucien Way Suite 120 Maitland, FL 32751
Telephone: 407-803-2551
Fax: 321-441-8501
Email: TDR.contracts@tetratech.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.
Not Applicable

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, Jonathan Burgiel, the undersigned representative of

Tetra Tech, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Jonathan Burgiel, Business Unit President

TYPE/PRINT NAME AND TITLE:

November 24, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jonathan Burgiel, the undersigned representative of

Tetra Tech, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Jonathan Burgiel, Business Unit President

TYPE/PRINT NAME AND TITLE:

November 24, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jonathan Burgiel, the undersigned representative of

Tetra Tech, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jonathan Burgiel, Business Unit President

TYPE/PRINT NAME AND TITLE:

November 24, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of Tetra Tech, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Business Unit President

Subscribed and sworn to me this 24 day of November 20 25 .

By: Jonathan Burgiel

Notary Public Melissa Cremeans

My commission expires 2/9/2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jonathan Burgiel, Business Unit President
Tetra Tech, Inc.
Name of signatory

Signature

November 24, 2025
Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

[DEBRISTECH, LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-002

Debris Monitoring & Recovery Planning Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

DebrisTech, LLC Response

CONTACT INFORMATION

Company:
DebrisTech, LLC

Email:
jdaffern@debristech.com

Contact:
Josh Daffern

Address:
923 Goodyear Blvd
Picayune, MS 39466

Phone:
N/A

Website:
debristech.com

Submission Date:
Nov 24, 2025 11:48 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

DebrisTech_Proposal_-_Edinburg,_TX.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

City_of_Edinburg_(For_Bidding_Purposes_Only)_DebrisTech,_LLC_2526_For_Bidding_Purpose_11-18-2025_505036113.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

DT_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

DT_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

DT_Litigation_Disclosure.pdf

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

(35) 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

DT_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...

DT_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...

DT_Senate_Bill_13.pdf
DT_Non_Collusion_Affidavit.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

DT_Non_Collusion_Affidavit.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

DT_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

FINANCIAL PROPOSAL (PRICING_SHEET)*
Please download the below documents, complete, and upload.

- Attachment_I_-_Financial_Pr...

Attachment_I_-_Financial_Proposal_(Pricing_Sheet_Place_Under_Vendor_Questionnaire).pdf

PROPOSER QUALIFICATIONS*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Proposer_Qu...

DT_General_Questionnaire.pdf

SIGNATURE PAGE*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Signature_...

DT_Signature_Page.pdf

PROJECT REQUIREMENTS ACKNOWLEDGEMENT*
Please download the below documents, complete, and upload.

- Attachment_V_-_Project_Requ...

Project_Requirements_Acknowledgement.pdf

INSURANCE REQUIREMENTS*
Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

Insurance_Requirements_Acknowledgement.pdf

DEBRISTECH

RFP 2026-002

DEBRIS MONITORING & RECOVERY PLANNING SERVICES

Due: Tuesday, November 25, 2025 at 3:00 PM



Prepared by:
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

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TABLE OF **CONTENTS**

Table of Contents 3
Cover Letter 5
Executive Summary and Degree of Compliance 7

1. Proposer Qualifications and Experience

Disaster Experience 9
Debris Highlights 10
Texas Experience 11
1,000,000+ CY Projects 12
DebrisTech Response to TX Hill Country Flooding (DR-4879-TX) 13
DebrisTech Response to NC Hurricane Helene (DR-4827-NC) 14
DebrisTech Response to MS Tornado Outbreak (DR-4697-MS) 15
DebrisTech Response to Hurricane Idalia (DR-4734-FL) 16
DebrisTech Response to Hurricane Maria (DR-4339-PR) 17
Completed Project List 18
Current Contracts 24
Client References 26
Letters of Commendation 27
Surety Letter 30
Bank Letter 31
Litigation Summary 32
Company Contacts 33
Organizational Chart 34
Management Team and Nearby Personnel 35
Experience Matrix 36
Key Personnel and Qualifications 38

TABLE OF CONTENTS

2. Proposed Solution/Technical Response

Disaster Response for the City of Edinburg 47
Proprietary Automated Debris Management System 48
Real-Time Data 49
GIS Features 51

3. Innovative Concepts

Industry-Leading Reports 55
DT360 57
Deployable Resources 58
Mobile Capacity 60

4. Project Schedule

Project Phases with Quality Assurance/Quality Control 61

5. Financial Proposal

Price Sheet 67
FEMA Reimbursement 68



November 25, 2025

City of Edinburg, Texas
Attn: Lorena Fuentes, Finance Manager
415 W. University Drive
Edinburg, TX 78541

RE: RFP 2026-002
Debris Monitoring & Recovery Planning Services

To the Selection Committee Members of the City of Edinburg,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding clients in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

PROVEN, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to over 300 contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-state projects such as Hurricane Helene (2024). In response to Helene, DebrisTech mobilized simultaneously in 4 states, leading 65 projects, and onboarding over 4,000 new employees. Since our inception, DebrisTech has consistently met every contract activation, responding within 24 hours without exception.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds while helping our clients impact the fraud, waste and abuse initiatives across federal, state and local governments.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris

operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and auto-populates all required documentation needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.


DEBRISTECH e-Ticket 001206810
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Nums: 00009113
ROE Numbers:
Project: December 2021 Tornado Debris Removal
Sub: County Waste
Prime: Ashbritt
Owner: County waste
Contract:
Road:
Debris Type: C & D
Zone: Dawson Springs
CS-2011
% Full: 75
Capacity (CY): 74
Pay (CY): 55.5
Transit Time 14:32
Haul(d)* 6.2
Haul(r)* 8.4
Load Info
Time: 16:30:28 Date: 3/15/22
Loc: 37.1683, -87.6956
Mon: Joseph James Gray
Measurement Info
Time: 7:02:36 Date: 3/16/22
Loc: 37.1708, -87.5827
Site ID: RIAFDS
Mon: Jacob Michael Todd
Disposal Info
Time: 7:25:23 Date: 3/16/22
Loc: 37.1708, -87.5828
Site ID: RIAFDS
Mon: CHRISTOPHER ALLEN
www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

SIMPLE, COMPETITIVE PRICING: DebrisTech offers a simple and transparent pricing structure. Because our ADMS seamlessly integrates data entry and documentation, we focus our bids solely on essential field positions involved in debris monitoring operations. Unlike other systems that rely on additional personnel for data entry and administrative tasks, DebrisTech's fully automated ADMS eliminates the need for non-operational roles such as Data Entry Clerks and Administrative Assistants. These functions are inherently built into our technology, ensuring that all administrative support is absorbed by DebrisTech—not passed along to clients. This efficiency translates to lower costs, reduced overhead, and a more streamlined debris management process. By prioritizing automation and operational efficiency, DebrisTech continues to set the industry standard for cost-savings through technology-driven solutions.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible via our real-time Project Dashboard, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. DebrisTech acknowledges all addendums released for this solicitation. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,

Brooks R. Wallace, P.E.
Founder and Managing Principal

EXECUTIVE SUMMARY

DebrisTech Profile

DebrisTech is a firm exclusively built to service the needs of debris monitoring for clients throughout the United States and its territories. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide Version 5.0 Amended, Effective January 6, 2025 (FP 104-009-2), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

DebrisTech has the ability to perform the services described in the RFP and confirms that it is willing to perform those services and enter into a contract with the City of Edinburg. The core components of DebrisTech's monitoring approach are as follows:



PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.

EXECUTIVE SUMMARY

OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, debris management sites, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

CONTRACT MANAGEMENT

DebrisTech possesses an extensive track record in the effective management of debris removal contracts for a variety of disaster events spanning the nation. Our accomplished Project Management team collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.

QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.

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ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	$ 75.00
Operations Managers	$ 65.00
GIS Analyst	$ 55.00
Field Supervisors	$ 50.00
Debris Site/Tower Monitors	$ 38.00
Load Ticket Data Entry Clerks	$ 0.00/No charge
Billing/Invoice Analysts	$ 55.00
Project Assistants	$ 55.00
Field Coordinators (Crew Monitors)	$ 38.00
Rental of Equipment	$ Pass Through/GSA Rate

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	**Hourly Rates:**
N/A	

FEMA REIMBURSEMENT

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invite with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

Project Worksheet Development, Reimbursement, and Closeout

DebrisTech's ADMS processes and procedures results in accurate reimbursement. Each step in the debris monitoring process can impact reimbursement which is why all processes and procedures are reviewed with reimbursement and project closeout in mind. This includes all changes to processes and procedures resulting from updates to FEMA guidance, which is a common occurrence.

All documentation, from procurement and planning to final payment and project closeout are equally important to project formulation, obligation, reimbursement, and final closeout. Each of DebrisTech's generated documents is connected to another which provides a direct path for FEMA, recipients, and the Client to follow for their respective tasks.

FEMA REIMBURSEMENT

eTickets are the starting point for all claimed costs. Each eTicket captures a single reimbursable line item. eTickets are summarized in daily reports to the Client. The daily reports also provide cumulative project totals so the Client will always know the exact quantity and type of debris removed to date. At the end of each invoice period, eTickets are grouped and attached to invoice summaries. Since every eTicket is reconciled at the close of business daily between DebrisTech and the debris hauler, invoice recommendation is a seamless process.

DebrisTech's ADMS allows the Client to be engaged with daily operations. Supervisors must review and approve every eTicket prior to daily summaries being sent out. In this way, DebrisTech's ADMS requires the Client, DebrisTech, and the debris hauler to work together each day to produce accurate documentation. Reconciliation of multiple days, weeks, or months of documentation at once is an arduous approach that fails to produce a consistent product. Daily reconciliation is the most effective method of ensuring engagement, awareness, and accuracy to debris operations.

Each of these embedded procedures being performed daily for every eTicket equals documentation that is clear, concise, and consistent. DebrisTech team member Buck Dickinson is a former State Public Assistant Officer for the Florida Division of Emergency Management. His seven plus years of experience with the Recovery division plus DebrisTech's comprehensive ADMS processes, procedures, and documentation will provide the Client with accurate reimbursement and closeout.

FEMA Initial Damage Estimates

DebrisTech approaches debris estimation builds on the industry standard guidance provided by FEMA and the US Army Corp of Engineers. In addition to utilizing the time-tested FEMA modeling software, HAZUS, DebrisTech brings decades of hands-on experience to ensure the most accurate estimates are provided to the Client. DebrisTech can provide the Client with estimates that can be used for Expedited Project development to get cash flowing as soon as possible.

Immediate Needs Funding

Immediate needs funding is accomplished through creating an Expedited Project with FEMA. DebrisTech's debris estimation and Public Assistance experienced team members are well versed in developing Expedited Projects and fully understands the benefits and drawbacks from choosing this project path. To fully realize the speed of an expedited project there are many documents that must be provided to FEMA through the Grants Portal system prior to project obligation. Delays in providing these documents to FEMA can delay the obligation of expedited projects, and DebrisTech's team is experienced in providing the exact documents needed for this path. Expedited projects are obligated at 50% of the approved estimated cost and require project versioning to receive the remaining funds. In some cases, entering projects as "Work to be Completed", which are obligated at 100%, can be a quicker path to receiving project funding at the respective cost share.

DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

923 Goodyear Blvd, Picayune, MS 39466

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
16 Thompson Park
Hattiesburg MS 39401

CONTACT NAME: Sawyer Hudson
PHONE (A/C, No, Ext): 601-554-7336 **FAX (A/C, No):**
E-MAIL ADDRESS: sawyer_hudson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Spinnaker Insurance Company	24376
INSURER D : Everspan Indemnity Insurance Company	16882
INSURER E : Indemnity National Insurance Company	18468
INSURER F : Gotham Insurance Company	25569

INSURED DEBRINC-01
DebrisTech, LLC
923 Goodyear Blvd
Picayune MS 39466

COVERAGES **CERTIFICATE NUMBER:** 505036113 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MWZY31808625	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 400,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	MWTB31808725	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B E F	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	XLS2007039 XS000217725 EX202500007150	5/1/2025 11/5/2025 11/5/2025	5/1/2026 5/1/2026 5/1/2026	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC31808525	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Internet/Cyber Liability Professional/Pollution Liability			FLYCB1HTFR5DG5004 AAEP001006251	12/22/2024 5/1/2025	12/22/2025 5/1/2026	Cyber Aggregate Prof Per Claim / Agg	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT
General Liability:
Blanket Additional Insured (Form CG2010 1219 & CG2037 1219) coverage provided applying on a primary and non-contributory basis (Form CG2001 1219), Blanket Waiver of Subrogation (Form CG2453 1219)
Liability assumed in an "Insured Contract" as defined by Coverage Form CG0001 0413
Per Project General Aggregate Limit (Up to $5,000,000) CG2503 0509 & IL10 1206
30 Day Notice of Cancellation Endorsement
See Attached...

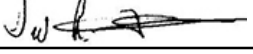
CERTIFICATE HOLDER

City of Edinburg (For Bidding Purposes Only)
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	DebrisTech, LLC 923 Goodyear Blvd Picayune MS 39466
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

Automobile Liability:
Blanket Additional Insured (Form CA2001 1120) coverage provided on a Primary & Non-Contributory basis
Blanket Waiver of Subrogation (Form CA0443 1120)
30 Day Notice of Cancellation Endorsement

Workers Compensation:
Blanket Waiver of Subrogation (Form WC000313)
30 Day Notice of Cancellation Endorsement

Umbrella:
Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (Workers Compensation)

Professional (Errors & Omissions) Liability - Claims Made Form
*Includes Pollution Liability
Deductible: $75,000 Each Claim / $225,000 Aggregate
Retroactive Date: Full Prior Acts

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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:

11/18/2025

Company/Vendor Name:

DebrisTech, LLC

Printed Name and Title:

Debra McCormick Chief Administrative Officer

Authorized Signatory:

x

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: DebrisTech, LLC
(Full, correct legal name)

- Address: 923 Goodyear Blvd., Picayune, MS 39466
- Telephone/Fax: 601-658-9598 / 601-658-9656
- Email address: debra@debristech.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 xx

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? Picayune, MS

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No xx

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 xx

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: Debra McCormick
Address: 923 Goodyear Blvd., Picayune, MS 39466
Telephone: 601-658-9598
Fax: 601-658-9656
Email: debra@debristech.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.

x

Debra McCormick
Chief Administrative Officer

HOUSE BILL 89 VERIFICATION

I, Debra McCormick, the undersigned representative of DebrisTech, 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.

x Debra McCormick

SIGNATURE OF COMPANY REPRESENTATIVE:

Debra McCormick Chief Administrative Officer

TYPE/PRINT NAME AND TITLE:

11/18/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Debra McCormick, the undersigned representative of

DebrisTech, 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.

---

x

SIGNATURE OF COMPANY REPRESENTATIVE:

Debra McCormick / Chief Administrative Officer

TYPE/PRINT NAME AND TITLE:

11/18/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Debra McCormick, the undersigned representative of

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2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

---

x

SIGNATURE OF COMPANY REPRESENTATIVE:

Debra McCormick / Chief Administrative Officer

TYPE/PRINT NAME AND TITLE:

11/18/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

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

(1) SHe is ~~President~~ an Officer of DebrisTech, LLC (Company), the Bidder that has submitted the attached Bid;

(2) 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 said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

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

Sign x _____

Title Chief Administrative Officer

Subscribed and sworn to me this 18th day of November, 2025.

By:

Robert A Farrell
Notary Public
My commission expires 07/07/2029

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL My Commission Expires July 7, 2029 HARRISON COUNTY

END OF SECTION

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

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

(1) SHe is ~~President~~ an Officer of DebrisTech, LLC (Company), the Bidder that has submitted the attached Bid;

(2) 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 said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

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

Sign x _____

Title Chief Administrative Officer

Subscribed and sworn to me this 18th day of November, 2025.

By:

Robert A Farrell
Notary Public
My commission expires 07/07/2029

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 496049 ROBERT A. FARRELL My Commission Expires July 7, 2029 HARRISON COUNTY

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.**

DebrisTech, LLC (no local relationships with local government entity)

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

n/a

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Debra McCormick

Name of signatory

x [signature]

Signature

11/18/2025

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	$ 75.00
Operations Managers	$ 65.00
GIS Analyst	$ 55.00
Field Supervisors	$ 50.00
Debris Site/Tower Monitors	$ 38.00
Load Ticket Data Entry Clerks	$ 0.00/No charge
Billing/Invoice Analysts	$ 55.00
Project Assistants	$ 55.00
Field Coordinators (Crew Monitors)	$ 38.00
Rental of Equipment	$ Pass Through/GSA Rate

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	**Hourly Rates:**
N/A	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: DebrisTech, LLC
(Full, correct legal name)

- Address: 923 Goodyear Blvd., Picayune, MS 39466
- Telephone/Fax: 601-658-9598 / 601-658-9656
- Email address: debra@debristech.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 xx

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? Picayune, MS

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No xx

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 xx

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: Debra McCormick
Address: 923 Goodyear Blvd., Picayune, MS 39466
Telephone: 601-658-9598
Fax: 601-658-9656
Email: debra@debristech.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

ATTACHMENT VII – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: DebrisTech, LLC

Company Address: 923 Goodyear Boulevard

City, State, Zip Code: Picayune, MS 39466

Historically Underutilized Business (State of Texas) Certification VID Number: N/A

Telephone No. 601-658-9598 Fax No. 601-658-9656 e-mail debra@debristech.com

Print Name: Debra McCormick, Chief Administrative Officer Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, DebrisTech, LLC, possess all of the APPLICABLE:

1. Licenses: N/A
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

11-20-25
Date

DebrisTech, LLC
Company

923 Goodyear Boulevard
Address

Picayune, MS 39466
CITY, State, Zip

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Debra McCormick, authorized representative for DebrisTech, LLC (Company/Vendor), Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $2,000,000.00

Automobile Liability: $1,000,000.00 General Liability: $1,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).

Authorized Representative

11-20-25
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

[THOMPSON CONSULTING SERVICES, LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-002

Debris Monitoring & Recovery Planning Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

Thompson Consulting Services, LLC Response

CONTACT INFORMATION

Company:
Thompson Consulting Services, LLC

Email:
bbastian@thompsoncs.net

Contact:
Hannah Fleming

Address:
2601 Maitland Center Parkway
Maitland, FL 32751

Phone:
(407) 792-0018

Website:
thompsoncs.net

Submission Date:
Nov 25, 2025 12:18 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

City_of_Edinburg_RFP_No._2026-002_Debris_Monitoring_&_Recovery_Planning_Services_Thompson_Response.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

City_of_Edinburg_RFP_No._2026-002_Insurance_Certificates_Thompson_Response.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

City_of_Edinburg_RFP_No._2026-002_Conflict_of_Interest_Thompson_Response.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

City_of_Edinburg_RFP_No._2026-002_General_Questionnaire_Thompson_Response.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

City_of_Edinburg_RFP_No._2026-002_Litigation_Disclosure_Form_Thompson_Response.pdf

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

(35) 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

City_of_Edinburg_RFP_No._2026-002_House_Bill_89_Verification_Thompson_Response.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...

City_of_Edinburg_RFP_No._2026-002_Senate_Bill_13_Verification_Thompson_Response.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...

City_of_Edinburg_RFP_No._2026-002_Senate_Bill_19_Verification_Thompson_Response.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

City_of_Edinburg_RFP_No._2026-002_Non-Collusion_Affidavit_Thompson_Response.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

City_of_Edinburg_RFP_No._2026-002_Questionnaire_CIQ_Thompson_Response.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

FINANCIAL PROPOSAL (PRICING_SHEET)*
Please download the below documents, complete, and upload.

- Attachment_I_-_Financial_Pr...

City_of_Edinburg_RFP_No._2026-002_Attachment_I_-_Financial_Proposal_Thompson_Response.pdf

PROPOSER QUALIFICATIONS*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Proposer_Qu...

City_of_Edinburg_RFP_No._2026-002_Attachment_VI_-_Proposer_Qualifications_General_Questionnaire_Thompson_Response.pdf

SIGNATURE PAGE*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Signature_...

City_of_Edinburg_RFP_No._2026-002_Attachment_VII_-_Signature_Page_Thompson_Response.pdf

PROJECT REQUIREMENTS ACKNOWLEDGEMENT*
Please download the below documents, complete, and upload.

- Attachment_V_-_Project_Requ...

City_of_Edinburg_RFP_No._2026-002_Attachment_V_-_Project_Requirements_Acknowledgement_Thompson_Response.pdf

INSURANCE REQUIREMENTS*
Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

City_of_Edinburg_RFP_No._2026-002_Attachment_IV_-_Insurance_Requirements_Acknowledgement_Thompson_Response.pdf

Electronic Submission



City of Edinburg, Texas

Request for Proposal No. 2026-002

Debris Monitoring & Recovery Planning Services

Due Date / Time: November 25, 2025 | 3:00 PM

thompson

CONSULTING SERVICES

TABLE OF CONTENTS

City of Edinburg, Texas

Request for Proposal No. 2026-002

Debris Monitoring & Recovery Planning Services

Table of Contents

SECTION

- Cover Letter 1
- Executive Summary 2
- Degree of Compliance 3
- Proposer Qualifications & Experience 4
  - Exhibit 4-1: Staff Experience Matrix
  - Exhibit 4-2: Key Personnel Resumes
- Proposed Solution / Technical Response 5
- Innovative Concepts 6
- Project Schedule 7
- Financial Proposal[1] 8
  - Attachment I – Financial Proposal
- Required Forms & Certifications[1] 9
  - Insurance Certificates
  - Conflict of Interest
  - General Questionnaire
  - Litigation Disclosure Form
  - House Bill 89 Verification
  - Senate Bill 13 Verification
  - Senate Bill 19 Verification
  - Non-Collusion Affidavit
  - CIQ Form
  - Attachment VI – Proposer Qualifications / General Questionnaire
  - Attachment VII – Signature Page
  - Attachment V – Project Requirements
  - Attachment IV – Insurance Requirements

[1] As requested, Thompson has provided all attachments, forms, and certifications as separate uploads in the City's bid system.

SECTION 1
Cover Letter

November 25, 2025

City of Edinburg
415 W. University Drive
Edinburg, TX 78541
Submitted electronically to: https://secure.procurenow.com/portal/cityofedinburg

RE: Request for Proposal No. 2026-002 – Debris Monitoring & Recovery Planning Services

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Edinburg, Texas (City) with debris monitoring and recovery planning services. Thompson has provided disaster response and recovery services since **1979** and has supported local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rockslides, oil spills and other natural disasters. Thompson's approach to providing disaster response and recovery services maintains a primary focus on the effective utilization of resources while assisting our clients navigate the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program and other post-disaster grant programs. We believe Thompson is best suited to assist the City with debris monitoring and recovery planning services for the following reasons which are expanded upon throughout our proposal response:

- Post-disaster debris removal monitoring and FEMA funding experience accounting for more than **$5.5** billion in debris removal funding on behalf of more than **390** local and state agencies including the substantiation of over **13.9** million cubic yards of debris on behalf of Texas communities.
- Delivery efficiency through the utilization of Thompson's automated debris management system which has been utilized to document the removal of over **165** million cubic yards of debris.
- Local preference for hiring debris collection and disposal monitors to support the local economy.
- Commitment to responsible contracting ensuring the City receives ***dedicated and reliable service***.

Thompson has the experience and resources necessary to be responsive to the City's debris monitoring and recovery planning services needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with the Texas Division of Emergency Management (TDEM) and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to serve as the City's debris monitoring and recovery planning services provider and stand prepared to exceed the service expectations of the City.

Best regards,
THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President – Authorized Agent & Contact Person
O: 407.792.0018 | C: 321.303.2543 |F: 407.878.7858
2601 Maitland Center Parkway, Maitland, FL 32751
E-mail: jhoyle@thompsoncs.net

SECTION 2
Executive Summary

We believe Thompson is best suited to assist the City with debris monitoring and recovery planning services for the following reasons which are outlined further in the remainder of our proposal.

POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than **$5.5** billion of debris removal funding on behalf of more than **390** local and state government agencies. Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States, many resulting in large-scale, multi-program debris removal monitoring operations. This experience means the City can rest assured that its disaster reimbursement is in the hands of the industry's most qualified professionals.

TEXAS EXPERIENCE: Thompson's consultants have responded to disaster incidents in the State of Texas since Hurricane Rita in **2005**. Most recently, Thompson provided debris removal monitoring and grant consulting services to Texas clients following Hurricane Beryl and severe storms/tornadoes in **2024**, Severe Winter Storms and Tropical Storm Nicholas in **2021**, Hurricane Hanna in **2020**, Tropical Storm Imelda in **2019**, and Hurricane Harvey in **2017**. We are well positioned to work closely with the City, the Texas Division of Emergency Management (TDEM), Texas Department of Transportation and the Texas Commission of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

COMPLETE DISASTER RECOVERY SUPPORT COMMITMENT: Thompson understands that every disaster event is different, and each client's needs are unique. No matter the size or length of a disaster recovery project, Thompson is prepared and experienced in responding with the necessary amount of resources that not only meet but exceed the expectations of the City. Thompson Consulting Services has **never** failed to respond to a client.

As a direct result of this commitment, clients across the Nation continue to choose Thompson as their disaster recovery and debris monitoring services provider year after year. Many of our Texas clients have retained Thompson's FEMA public assistance consulting and debris monitoring services for **12** years or more spanning multiple competitive procurements.

DELIVERY EFFICIENCY & TECHNOLOGY SOLUTIONS: Thompson's debris removal monitoring experience includes documentation of over **165** million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency using our ***automated debris management system*** (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data in the field and supports accurate and timely reporting. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. Additionally, Thompson offers expanded ***geospatial services*** through geographic information system (GIS) resources and capabilities to enhance program management. This includes advanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations, progress mapping and customized



TDMS provides real-time access to data

dashboards. Thompson also utilizes 2D/3D aerial imagery and AI modeling to provide geospatial intelligence to better understand post disaster impacts and recovery needs.

VERSATILITY OF OUR TEAM: Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With **26** corporate and branch offices scattered throughout the southeast, including offices in Houston, Dallas, and Orange, we will be able to deploy staff and resources within **24** hours of receiving a notice-to-proceed. Thompson is set up to quickly adapt to the uncertain and changing needs of the City. During times of emergency, this ability to rapidly respond to the needs of the City is of paramount importance.

RESPONSIBLE CONTRACTING COMMITMENT: As a **100%** employee-owned company, Thompson remains selective in the contracts we pursue and prioritizes our core values including integrity, excellence, and performance. While many other firms answer to corporate boards and shareholders, Thompson's highest commitment is to the communities we serve. To ensure that we can deliver the full force of manpower committed in our proposal, Thompson limits its stand-by contracts to ensure that we can respond to our clients immediately following a disaster event with the full manpower and resources required.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson's intent to fill temporary debris monitoring positions with City residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City's recovery efforts with a **meaningful impact** and earn a **competitive hourly wage**.



commitment to local hiring

COMMITMENT TO SAFETY & QUALITY: Thompson is the **only** debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screening for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be responsive to the City's debris monitoring and recovery planning services needs following a disaster incident. Thompson Consulting Services is willing and prepared to provide the City with all services requested/required within the RFP.

SECTION 8
Financial Proposal

Cost

Thompson has invested considerable resources in order to improve the efficiency of our administrative and accounting services as well as our logistical operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the City for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

As, requested Thompson has completed and included Attachment I – Financial Proposal as a separate upload within the City's bid system.

SECTION 9
Required Forms & Certifications

As requested, Thompson has completed and included the following forms and certifications as separate uploads within the City's bid system.

- Insurance Certificates
- Conflict of Interest
- General Questionnaire
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- Non-Collusion Affidavit
- CIQ Form
- Attachment VI – Proposer Qualifications / General Questionnaire
- Attachment VII – Signature Page
- Attachment V – Project Requirements
- Attachment IV – Insurance Requirements


thompson
CONSULTING SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2025

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 Arthur J. Gallagher Risk Management Services, LLC 760 Howard Avenue, 2nd floor Biloxi MS 39530	**CONTACT NAME:** Patty Savage **PHONE (A/C, No, Ext):** 8002770856 **FAX (A/C, No):** 228-863-1957 **E-MAIL ADDRESS:** Patty_Savage@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Scottsdale Insurance Co / 41297
INSURED THOMINC-03 Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1431006888 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			VRS0007945	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 300,000 $ 5,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab Contractors Pollution Liability			VRS0007945	2/1/2025	2/1/2026	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER A : Zurich American Insurance Co. — NAIC # 16535 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			BAP 3534779-03	2/1/2025	2/1/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WC 3534777-03	2/1/2025	2/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles	

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

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

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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: 11/19/2025

Company/Vendor Name: Thompson Consulting Services, LLC

Printed Name and Title: Jon Hoyle, President

Authorized Signatory:

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.
    Not Applicable

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.

Thompson Consulting Services, LLC

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, Jon Hoyle, the undersigned representative of

Thompson Consulting Services, 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:

Jon Hoyle, President

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Jon Hoyle, the undersigned representative of

Thompson Consulting Services, 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:

Jon Hoyle, President

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Jon Hoyle, the undersigned representative of

Thompson Consulting Services, 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:

Jon Hoyle, President

TYPE/PRINT NAME AND TITLE:

11/19/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ Florida

COUNTY OF ~~HIDALGO~~ Seminole

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

(1) He is President of Thompson Consulting Services, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 19th day of November 20 25 .

By: Jon Hoyle

Notary Public Betsy Lopez

_____

Notary Public State of Florida
Betsy Lopez
My Commission HH 494552
Expires 2/19/2028

My commission expires 2-19-2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Not Applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jon Hoyle		11/19/2025
Name of signatory	Signature	Date

ATTACHMENT I - FINANCIAL PROPOSAL

Thompson Consulting Services, LLC

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	$ 65.00
Operations Managers	$ 18.50
GIS Analyst	$ 55.00
Field Supervisors	$ 49.00
Debris Site/Tower Monitors	$ 37.00
Load Ticket Data Entry Clerks	$ 18.50
Billing/Invoice Analysts	$ 50.00
Project Assistants	$ 18.50
Field Coordinators (Crew Monitors)	$ 37.00
Rental of Equipment	$ 5.50

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	**Hourly Rates:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*All non-labor related project costs will be billed at cost without mark-up. All Per Diem Expenses shall be billed directly at a rate not to exceed the GSA Per Diem Allowance for the project area.

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: Thompson Consulting Services, LLC
(full, correct legal name)

Address: 2601 Maitland Center Parkway, Maitland, FL 32751

Telephone/Fax: phone: 407-792-0018 / fax: 407-878-7858

1. 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__

2. Is your Company authorized and/or licensed to do business in Texas? Yes_x__ No____

3. Where is the Company's corporate headquarters located? Maitland, FL

4. Does the Company have an office located in Edinburg, Texas? Yes____ No_x__ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?_____ (years) _____(months)

5. State the number of full-time employees at the Edinburg office. 0

6. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No_x__ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?_____ (years) _____(months)

7. State the number of full-time employees at the Hidalgo County office. 0

8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_x__

9. 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. _____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

    Name: Jon Hoyle

    Address: 2601 Maitland Center Parkway, Maitland, FL 32751

    Telephone: office: 407-792-0018 / cell: 321-303-2543

    Fax: 407-878-7858

    Email: jhoyle@thompsoncs.net

11. 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._____

12. 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. _____

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

Not Applicable

ATTACHMENT VII – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Thompson Consulting Services, LLC

Company Address: 2601 Maitland Center Parkway

City, State, Zip Code: Maitland, Florida 32751

Historically Underutilized Business (State of Texas) Certification VID Number: Not Applicable

Telephone No. 407-792-0018 Fax No. 407-878-7858 e-mail jhoyle@thompsoncs.net

Print Name: Jon Hoyle Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Jon Hoyle, President, possess all of the APPLICABLE:

1. Licenses: N/A*

2. Bonds: Thompson agrees to obtain and maintain all bonding requirements set forth by the City

3. Certificates: Insurance certificates have been provided as a separate upload.

4. Permits: N/A*

5. Other: *Thompson is registered to do business and in good standing with the State of Texas. No additional permits or licenses are required to perform the services requested by the City. However, Thompson will obtain and maintain any additional licenses deemed necessary by the City.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

11/19/2025
Date

Thompson Consulting Services, LLC
Company

2601 Maitland Center Parkway
Address

Maitland, FL 32751
CITY, State, Zip

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, Jon Hoyle, authorized representative for Thompson Consulting Services, LLC (Company/Vendor) Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

~~Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:~~

~~Professional Liability (Errors & Omissions): $_____~~

~~Automobile Liability: $_____ General Liability: $_____~~

~~(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR~~

Have already been met (see attached copy of insurance certificate).

Certificates provided as separate upload.

_____ 11/19/2025

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND CONTRACTOR, INC. FOR DEBRIS MONITORING AND RECOVERY PLANNING SERVICES FOR THE CITY OF EDINBURG

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and CONTRACTOR (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.

5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. 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.

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

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

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

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. 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 within 30 days 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. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 seven (7) 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 VI
TERM OF AGREEMENT

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial contract term will be for three (3) years with the first year ending in December 31, 2026. The City may, in its sole discretion, determine to extend the term of this Agreement for an additional two (2) one-year terms allowing for a five (5) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI"). If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 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 Services 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 Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) 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 Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason 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, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

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

I. 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 become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
COMPLIANCE STANDARDS

The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions,

and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIII
INDEMNIFICATION

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 but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
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 Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
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 XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 condition 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 XVII
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 XVIII
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:

Name
Address
City, State, Zip
Attn.:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION IXX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XX
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 XXI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XXII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

CONTRACTOR

BY:_____
Name
Address
City, State, Zip
Phone:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal

Exhibit "B" Insurance

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND TETRA TECH, INC. FOR DEBRIS MONITORING AND RECOVERY PLANNING SERVICES FOR THE CITY OF EDINBURG**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Tetra Tech, Inc. (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this

Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.

5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. 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.

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

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

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

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. 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 within 30 days 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. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 seven (7) 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 VI
TERM OF AGREEMENT

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial contract term will be for three (3) years with the first year ending in December 31, 2026. The City may, in its sole discretion, determine to extend the term of this Agreement for an additional two (2) one-year terms allowing for a five (5) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI"). If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 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 Services 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 Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) 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 Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason 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, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

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

I. 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 become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
COMPLIANCE STANDARDS

The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a “Dispute”), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIII
INDEMNIFICATION

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 but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
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 Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
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 XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 condition 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 XVII
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 XVIII
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:

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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:

Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Attn.: Jonathan Burgiel

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

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

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

C. Without limiting the generality of the above, the receipt by City of any Services 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

TETRA TECH, INC.

BY:_____
Jonathan Burgiel
Business Unit President
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321)441-8511
Fax: (321)441-8501
Email: TDR.contracts@tetratech.com

Attachments: Exhibit "A" Scope of Services and Proposal

Exhibit "B" Insurance

Bidders List

Email

manuelvilla88@gmail.com
belina@a1-wastemanagement.com
bids@acdisaster.com
artilleryconstruction@gmail.com
kerry.briggs@briggsfieldservices.com
content@constructconnect.com
llambert@constructionbidsource.com
eyal@cue-bid.com
bids+opengov@davidfine.dev
jdaffern@debristech.com
steven@etchouston.com
rogeliogst@outlook.com
rfp@yourgovguide.com
bids@iem.com
jcrinc2007@yahoo.com
jrjoserivera172@gmail.com
doc.mirino@mygovwatch.com
martin.larinas@gmail.com
bids@pwxpress.com
nastassia.barkouskaya@revstarconsulting.com
djankauskas@rostan.com
sourcemanagement@deltek.com
contact@southern-research.com
tdr.mktg@tetratech.com
bbastian@thompsoncs.net
visualbidalerts@gmail.com
mlamoreaux@erepublic.com

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.E.
Disaster Debris Removal and Recovery Services

1. **Agenda Item:**
Consider Awarding RFP No. 2026-003, Disaster Debris Removal and Recovery Services to Ceres Environmental Services, Inc. and DRC Emergency Services, Inc. and Authorize the City Manager to Enter Into a Service Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The purpose of this RFP request was to identify firms which may assist the City in its clean up and recovery efforts after a large debris event. These types of vendors have the capability and flexibility to undertake cleanup operations in an emergency of sufficient magnitude. It is in the City's best interest to enter into agreements with these types of firms to utilize their disaster related services in the event of a major disaster or declared emergency in order to return the city and the residents to normalcy as quickly as possible. In order for the City to obtain the maximum reimbursement of costs from a natural disaster, FEMA, the principal federal agency overseeing disaster recovery, prefers that agreements for disaster services be competitively bid and negotiated contracts established in advance or prior to a disaster or an emergency.

On Tuesday, November 25, 2025, requests for proposal were opened for RFP 2026-003, Disaster Debris Removal and Recovery Services. The City received seven (7) responses meeting the minimum specifications for the RFP and were therefore evaluated. The committee, consisting of the two departments that are directly responsible for emergency operations, federal assistance submittals, debris removal and cleanup operations, evaluated those proposals. The evaluation criteria included the proposer's qualifications, experience, proposed pricing, background performance, methodology and capacity to perform.

It is expected that the qualified firm(s) selected will have sufficient staffing levels a commitment to carry out the project without constraint, and perform their services under the same standards demonstrated by our staff, exemplifying the quality of work and professionalism expected by our citizens. The firm(s) must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in the project.

It is in the City's best interest to enter into a Service Agreement with the top two companies, as a primary and an alternate, to provide clean up, demolition and removal services which will be limited to (1) that which is determined and necessary to eliminate immediate threats to life, public health, and safety; (2) that which has been determined and necessary to eliminate immediate threats of significant damage to City property, and critical infrastructure; and (3) that which is considered essential to ensure economic recovery of affected City areas. These companies will provide all necessary labor and equipment to perform these duties.

The scope of services will include, but will not be limited to items such as:
- Emergency road clearance;
- Debris removal from public rights-of-way

- Removal of hazardous stumps;
- Leaning trees/limbs;
- Temporary debris staging areas and reduction sites
- Debris disposal;
- Hazardous waste abatement;
- Demolition of storm impacted structures

The attached tabulation identifies those firms evaluated and listed from highest to lowest based on their ranking from the evaluation criteria. There is no cost to the City for entering into the agreement(s). The rates as outlined in the price schedule only apply upon the city's authorization for service after an actual event takes place. The unit price schedule for the recommended contracts is attached for your review.

Below is the list of responsive bidders in ranking order:

Vendor

1. Ceres Environmental Services, Inc.
2. DRC Emergency Services, LLC
3. AshBritt, Inc.
4. TFR Enterprises, Inc
5. Southern Disaster Recovery
6. CTC Disaster Response, Inc.
7. Looks Great Services of MS, Inc.

If approved, this Service Agreement would be effective from the awarded date to December 31, 2028, with an option to renew for up to two additional one (1) year periods, allowing for a five (5) year total contract term.

Staff has verified that no monies are owed to the City by Ceres Environmental Service, Inc. and DRC Emergency Services, Inc.

3. Staff's Recommendation:

Staff recommends awarding RFP No. 2026-003, Disaster Debris Removal and Recovery Services to Ceres Environmental Service, Inc. and DRC Emergency Services, Inc. and Authorize the City Manager to Enter into a Service Agreement.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Deyra Marquez, Customer Service Specialist

Attachments:

A. Rating Sheet
B. Notice to Bidders
C. AshBritt, Inc.
D. Ceres Environmental Services, Inc.
E. CTC Disaster Response, Inc.
F. DRC Emergency Services, LLC
G. Looks Great Services of MS, Inc.
H. Southern Disaster Recovery

I. TFR Enterprises, Inc.
J. Sample Service Agreement
K. Agreement with Ceres Environmental Services
L. Agreement with DRC Emergency Services
M. Bidders List

RFP 2026-003, Disaster Debris Removal and Recovery Services	
Opening Date: Tuesday, November 25, 2025	
Vendor	**Total Score**
Ceres Environmental Services, Inc.	39.67
DRC Emergency Services, LLC	38
AshBritt, Inc.	37.13
TFR Enterprises, Inc	36.64
Southern Disaster Recovery	34.42
CTC Disaster Response, Inc.	33.4
Looks Great Services of MS, Inc.	32.52

REQUEST FOR PROPOSAL

RFP 2026-003

DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 5, 2025

DEADLINE FOR QUESTIONS: November 17, 2025

RESPONSE DEADLINE: November 25, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR PROPOSAL
Disaster Debris Removal and Recovery Services

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

Attachments:

A - Agreement

B - Rules for Electronic Bidding

C - Add Section to upload full packet Under Vendor Questionnaire

D - Scope of Work

E - Section 6 Pricing Schedule (Place Under Vendor Questionnaire)

F - Edinburg DDMP with Appendices

1. Introduction

1.1. Summary

The City of Edinburg is soliciting proposals from qualified firms to provide disaster debris clean-up and other related services. The City may contract with one or more firms to provide services related to collection, reduction, recycling, hazardous waste management, demolition, processing, hauling, and final disposition of disaster-related debris.

1.2. Background

If the City activates more than one firm after a disaster, firms will be assigned clear territories (via dividing the City into grids) for their work to be performed and firms will need to contain their work to their assigned areas.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	November 5, 2025
Question Submission Deadline	November 17, 2025, 3:00pm
Proposal Submission Deadline	November 25, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Disaster Debris Removal and Recovery Services.

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

3:00 pm, Tuesday, November 25, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, November 25, 2025.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. RFP 2026-003" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptibility of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. RFP 2026-003

If you have any questions or require additional information contained the RFP, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Monday, November 17, 2025.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Disaster Debris Removal and Recovery Services

INTENT

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

SUBMITTAL OF "HARD COPY" RFP

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Disaster Debris Removal and Recovery Services as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. Disaster Debris Removal and Recovery Services

The project consists of providing the City with proposals for Disaster Debris Removal Services for the removal of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

See vendor questionnaire and attachments for details.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Criteria Name**	Points Based	10 *(9.1% of Total)*
2.	**Debris Management Services** • Degree of City liability in proposed debris management methods • Breadth of service and number of contracts the Proposer can handle • Debris management methods and commitment to City debris management preferences • Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling) • Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately • Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)	0-100 Points	25 *(22.7% of Total)*
3.	**Proposal Requirements and Completeness of Proposal**	0-100 Points	5 *(4.5% of Total)*
4.	**Responsiveness of Proposal** • Demonstrated understanding of City and City needs • Demonstrated understanding of requirements of the RFP and contract • Quality of proposal and impressions of response as it relates to project • Additional services, ideas, or products that will benefit City	0-100 Points	20 *(18.2% of Total)*
5.	**References, Experience, Reputation, and Compliance** • Experience and reputation in managing debris removal and disposal projects within state and federal regulations and guidelines • Personnel experience and training • Financial stability	0-100 Points	30 *(27.3% of Total)*
6.	**Price** • Reasonableness of Cost	0-100 Points	20 *(18.2% of Total)*

[ASHBRITT, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

AshBritt, Inc. Response

CONTACT INFORMATION

Company:
AshBritt, Inc.

Email:
procurement@ashbritt.com

Contact:
No Name

Address:
565 E. Hillsboro Blvd.
DEERFIELD BEACH, FL 33441

Phone:
(954) 725-6992

Website:
www.ashbritt.com

Submission Date:
Nov 25, 2025 12:16 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

1_AshBritt_Proposal.pdf
1_AshBritt_Proposal_Exhibits.pdf

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

2_AshBritt_Proposal_Exhibits_Redacted.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

3_AshBritt_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

4.1_AshBritt_Conflict_of_Interest_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

4.2_AshBritt_General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_AshBritt_Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_AshBritt_House_Bill_89_Verification.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4.5_AshBritt_SB_13_Energy_Company_Boycotts.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_SB_19_Firearm_Entities.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

4.7_AshBritt_Non_Collusion.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

4.8_AshBritt_Conflict_of_Interest_Form_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

AshBritt

RFP #: 2026-003
Title: Disaster Debris Removal and Recovery Services









PROPOSAL

PROPOSER:

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: (954) 725-6992
Email: response@ashbritt.com
FEIN: 90-0868875

DELIVER TO:

City of Edinburg
City Secretary's Office
via OpenGov Portal

DUE DATE:

November 25, 2025
3:00 PM

PROPOSER CONTACT:

Jamie Robbins – (832) 495-1193

MISSION

As the nation's leader in emergency management and disaster response, our team's mission is to support government agencies and communities in their time of need.

VALUES

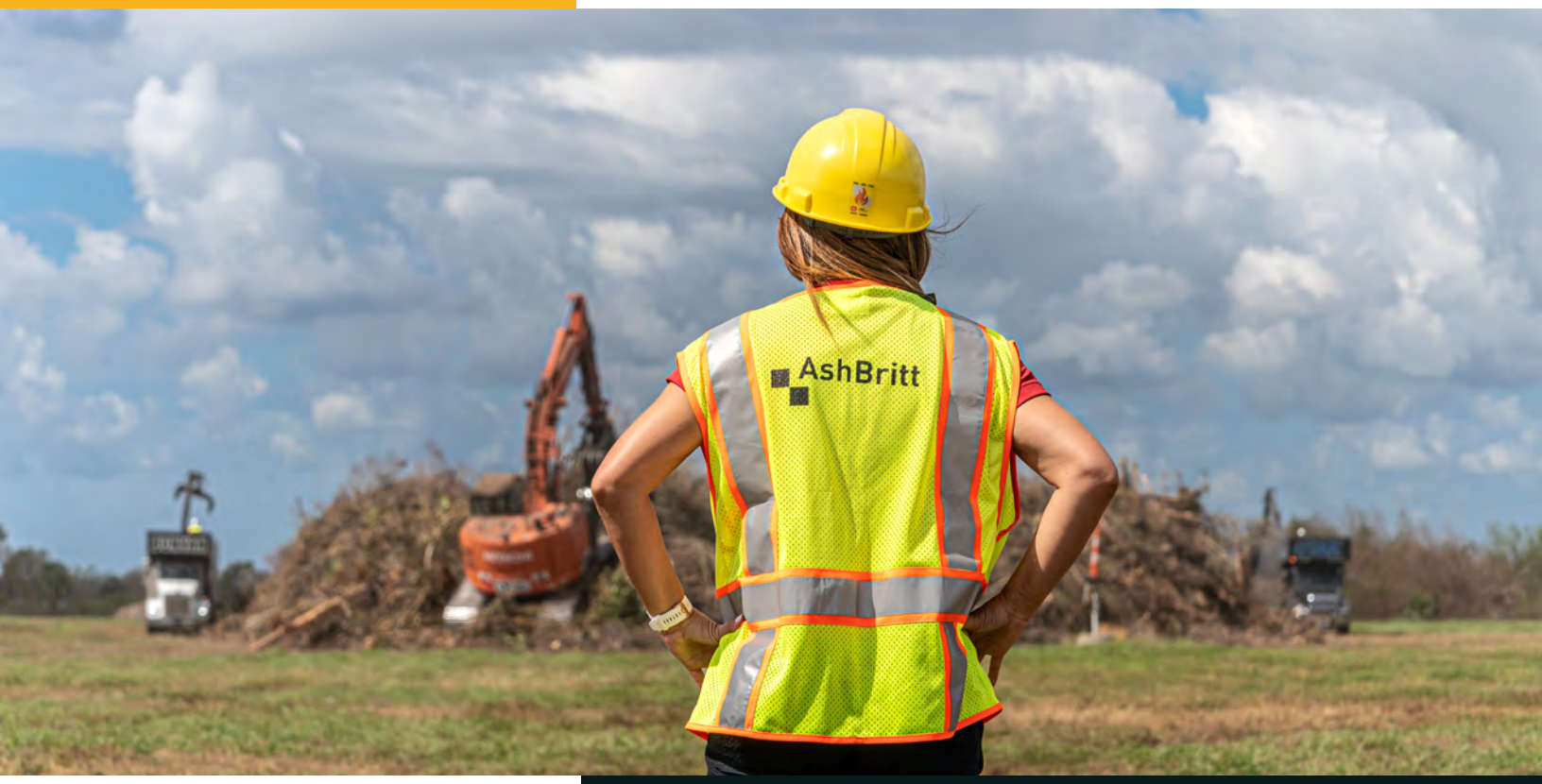
Ensure safety, integrity, commitment to service, and teamwork.

VISION

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure, and sustainability needs.

TAB 1

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

LETTER OF TRANSMITTAL

Tab 1. Letter of Transmittal

**** Please see the following pages for AshBritt's Letter of Transmittal ****

November 24, 2025

City of Edinburg
OpenGov Portal

RE: RFP #2026-003, Disaster Debris Removal and Recovery Services

Respected Evaluators,

AshBritt, Inc. (AshBritt), the nation's leading disaster response and government solutions provider, is pleased to respond to the City of Edinburg's RFP #2026-003 for Disaster Debris Removal and Recovery Services.

Understanding of the Scope of Work

Throughout the last 33 years, AshBritt has responded to more than 600 missions and collected, managed, processed, and disposed of more than 185 million cubic yards of debris following hurricanes, tornadoes, floods, snow/ice storms, wildfires, and earthquakes. We have managed all types of debris, including vegetative waste; construction and demolition (C&D) debris; hazardous leaning trees, hanging limbs, and stumps; mud/sand/silt; white goods; electronic waste; animal carcasses; vehicles/vessels; waterway debris removal on navigable and non-navigable waterways; and household and hazardous wastes. We have also completed many projects requiring special services, including but not limited to damage assessments, emergency road clearance, private property debris removal, utility coordination, demolition, stormwater pumping, full turnkey emergency base camps, comfort stations, and a myriad of ancillary logistical services. We will leverage this experience to reduce risk, ensure safe operations, and deliver cost-effective services in a professional and timely manner to the City of Edinburg. AshBritt is a company in good standing with the Texas Secretary of State and has the required resources, licenses, insurance, and bonding to perform work under this contract. We have performed 100% of the solicitation-required scope of work elements, have the proven means/methods for executing work and meeting deadlines, and have in-depth expertise with FEMA reimbursement programs. We also have extensive in-house emergency management training, along with the personnel/resources available to perform any size debris removal mission.

Authorized Representatives

Primary Contact for RFP
Jamie Robbins, Project Mgr
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (832) 495-1193
jrobbins@ashbritt.com

Corporate Headquarters
565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
www.ashbritt.com

Contacts with the Ability to Bind
Brittany Castillo, CEO
Charles "Dow" Knight, Sr. VP
Christina Demidio, Treasurer
Office: (954) 725-6992
Fax: (954) 725-6991
Mobile: (954) 818-4416
response@ashbritt.com

Texas Experience

AshBritt has completed 60 emergency disaster response projects in the State of Texas since 2001, including multiple projects in Hidalgo County. This unmatched experience, coupled with our local knowledge, will bring the most effective disaster recovery and debris clearance services to the City.

Historic July 4th Flood Event (2025): As a contractor for the Texas Division of Emergency Management, AshBritt collected and managed 775,000 CY of debris from waterways, private properties, and public rights-of-way (ROW) in Kerr County, TX, including vegetation, C&D, vehicles, and white goods. We hired 5 local companies and 20 local personnel to support field work. We also completed private property debris removal (PPDR) on 633 parcels, finalizing our PPDR and ROW missions in just 83 days.

Hurricane Beryl (2024): AshBritt was activated to provide debris management services for multiple Texas jurisdictions, including Houston, Harris County, Pasadena, Freeport, Fort Bend County, and Jersey Village. This expansive operation resulted in the management of 3,643,000 CY of debris and the removal of thousands of hazardous trees and limbs.

Derecho (2024): Following a summer derecho that generated severe winds and tornadoes in Metro Houston, AshBritt performed debris management services that included ROW debris removal, a hazardous tree and limb program, and DMS management for the cities of Houston and Jersey Village. Altogether, we managed 1,030,309

CY of wind-generated debris.

Hurricane Nicholas (2021): AshBritt removed 11,000 CY of vegetative and C&D debris from the City of Freeport's ROWs.

Hurricane Laura (2020): AshBritt collected and managed 732,000 CY of debris for Orange County, TX, and provided emergency generator services for the cities of Orange and Silsbee.

Tropical Storm Imelda (2020): AshBritt processed and hauled out C&D debris from a DMS to the final disposal site for Orange County, TX. The project totaled 65,000 cubic yards and included site restoration.

Torrential Rains (2018): AshBritt was activated by **Hidalgo County** to collect 16,205 CY of C&D from the ROW and haul it to a final disposal site. We also performed floodwater relocation from residential areas due to damaged storm drainage canals.

Hurricane Harvey (2017): AshBritt completed 13 separate disaster debris removal missions throughout the state of Texas in response to Hurricane Harvey. We collected, managed, reduced, and disposed of a total of 1,785,000 CY of debris and provided ancillary services, such as MRE distribution and mobile showers, and restroom trailers.

Hurricane Ike & Dolly (2008): AshBritt's response to Hurricane Ike & Dolly included the removal, management, and disposal of 1,500,000 CY of debris for 15 jurisdictions throughout Texas. AshBritt supplied emergency power generation, fuel, pumping services, as well as mobile sleeper units, showers, emergency meals, lodging & hygiene, MREs, water, Gatorade, temporary housing, temporary offices, refrigerators, dry containers, grocery deliveries, a mobile command center, and an aviation trailer directly following the hurricane. AshBritt relocated 350 million gallons of floodwater for Hidalgo County. We were also tasked by Orange County with providing building restoration services for 17 government buildings.

Financial Strength and Commitment to Safety

AshBritt's current bonding capacity is $1 billion for a single project and $2 billion for aggregate work. We underwrote $100,000,000 during our operation for the U.S. Army Corps of Engineers (USACE) Hurricane Katrina mission, and currently have $100,000,000 of company working capital. We maintain an excellent safety record. **Our Experience Modification Rating is .77**.

Compliance Statements

AshBritt explicitly accepts and complies with all conditions and requirements contained in this RFP. I am authorized to legally bind AshBritt, and our proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers.

We appreciate your consideration and look forward to continuing to serve as the City of Edinburg's trusted debris management and disaster recovery partner.

Sincerely,

Charles Knight
Corporate Secretary and Senior Vice President

TAB 2

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

TITLE PAGE

Tab 2. Title Page



TAB 3

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

TABLE OF CONTENTS

Tab 3. Table of Contents

TAB 1. LETTER OF TRANSMITTAL I

TAB 2. TITLE PAGE II

TAB 3. TABLE OF CONTENTS III

TAB 4. CERTIFICATE OF REGISTRATION IV

TAB 5. CAPABILITIES AND RELATED EXPERIENCE 1

- Description of Organization's Related Experience and Capabilities 1
- List of All Projects Completed Within the Last 2 Years 1
- Debris Projects Exceeding 500k CY Within the Last 10 Years 1

TAB 6. QUALIFICATIONS OF KEY PERSONNEL 2

- Roles and Responsibilities of Dedicated Staff 2
- Summary of Personnel Certifications 3

TAB 7. DESCRIPTION OF WORK 4

TAB 8. TECHNICAL PROPOSAL 5

- Proposer Background 5
  - U.S. Army Corps of Engineers Trusted Contractor 5
  - Awards, Acclaim, and Accomplishments 5
- Similar Projects Performed in Excess of 500k CY 6
- Technical Experience with Large-Scale Debris Removal following Disasters 6
- Organizational Chart 7
- Public Information Plan 8
- Training 8
- List of Existing Contracts 8
- References 9
- List of Subcontractors 10
- Company Profile 10
- Detailed Equipment List 11
- Mobilization and Operations Plan 13
  - Planning and Preparation 13
  - Mobilization 14
  - Operations 15
  - Project Reconciliation 23
- Construction Drawing for OSHA-Compliant Temporary Inspection Towers 24
- Anti-Collusion Statement 24
- Equipment and Resources 24
- Spill and Fire Prevention Plan 25
- Contingency Plan 25
- Employee Training Plan 25
- Health and Safety Plan 26
- Safety Record 26
- Third-Party Certifications 26

TAB 9. FINANCIAL ASSURANCE 27

- Bank and Bond Letters 27
- Most Current Financial Statement 27

TAB 10. PRICE PROPOSAL 28

Note: Due to page restrictions, roman numeral page numbers are not included in the page count.

TAB 4

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

CERTIFICATE OF REGISTRATION

Tab 4. CERTIFICATE OF REGISTRATION

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, Application for Registration for AshBritt Inc. (file number 801013812), a FLORIDA, USA, Foreign For-Profit Corporation, was filed in this office on August 06, 2008.

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 July 21, 2025.

Jane Nelson
Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/

Phone: (512) 463-5555
Prepared by: SOS-WEB

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1501327590003

TAB 10

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

PRICE PROPOSAL

Tab 10. Price Proposal

Please see the following pages for AshBritt's price proposal.

**** Please see the following pages for AshBritt's Price Schedule****

SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	
OPERATIONS SUPERVISOR	$95.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	$90.00
PROJECT COORDINATOR	$85.00
FIELD HAZ MATERIAL MANAGER	$95.00
HM CONTAIN AREA MANAGER	$92.00
FIELD PROJECT SUPERVISOR	$90.00
HM AREA SUPERVISOR	$85.00
FIELD PROJECT FOREMAN	$75.00
HM CONTAINMENT AREA FOREMAN	$85.00
FIELD HM TECHNICIAN	$85.00
HM CONTAIN AREA TECHNICIAN	$85.00
HEALTH & SAFETY SPECIALIST	$95.00
PROJECT ENGINEER	$120.00
PROJECT GEOLOGIST	$89.00
CHEMIST	$89.00

REGULATORY MANAGER	$89.00
EQUIPMENT OPREATOR	$80.00
ASBESTOS ABATEMENT SUPREVISOR	$75.00
ASBESTOS ABATEMENT WORKER	$70.00
ASBESTOS INSPECTOR	$75.00
TRUCK DRIVER	$70.00
ADMINISTRATIVE ASSISTANT	$45.00
CLERICAL	$45.00
LABORER WITH CHAIN SAW	$65.00
LABORER WITH SMALL TOOLS	$65.00
TRAFFIC CONTROL FLAG PERSON	$65.00
TREE CLIMBER/CHAINSAW AND GEAR	$125.00
BONDED AND CERTIFIED SECURITY PERSONNEL	$90.00
Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK	$176.00
PICKUP TRUCK EXTENDED CAB	$198.00
PICKUP TRUCK 4 X 4	$224.00
PICKUP TRUCK 1 TON	$224.00
BOX TRUCK	$264.00
PASSENGER CAR	$139.00

20’ RESPONSE TRAILER	$845.00
36’ RESPONSE TRAILER	$914.00
OFFICE TRAILER	$698.00
FLATBED TRAILER	$289.00
VEHICLE USE – PICKUPS, VANS, CARS	$176.00
VEHICLE USE – TRAILER, HEAVY TRUCKS	$198.00
12’ WORKBOAT W/MOTOR	$350.00
12’ WORKBOAT W/O MOTOR	$200.00
VACUUM TRUCK 3500 GALLON	$3,600.00

Description	**Cost**	**Unit**
30-60 TON CRANE	$350.00	HOUR
61-90 TON CRANE	$550.00	HOUR
100 – TON CRANE	$800.00	HOUR
50’ BUCKET TRUCK	$195.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	$205.00	HOUR
BACKHOE LOADER	$115.00	HOUR
BROOM TRCTOR	$85.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	$180.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	$215.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	$240.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	$275.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	$295.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	$80.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	$120.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	$155.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	$180.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	$195.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	$35.00	HOUR
GRADER WITH 12’ BLADE	$145.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	$185.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	$215.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	$375.00	HOUR
PICKUP TRUCK	$65.00	HOUR
FLATBED TRUCK	$90.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	$150.00	HOUR
WATER TRUCK	$120.00	HOUR
SERVICE TRUCK	$90.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	$200.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	$245.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	$275.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	$115.00	HOUR
SKID STEER LOADER	$120.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	$175.00	HOUR
SOIL COMPACTOR, 81 + HP	$190.00	HOUR
TEMPORARY OFFICE TRAILER	$25.00	HOUR
TUB GRINDER, 800 – 1,000 HP	$595.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	$105.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	$200.00	HOUR
Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	$2,711.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	$625.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	$579.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	$175.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	$2,300.00	DAY
AIR FILTRATION PANAL	$130.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	$407.00	DAY
RESPIRATOR AIRLINE 50’ SECTION	$407.00	EACH

RESIRATOR CARTRIDGES	$57.46	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	$2,711.00	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	$625.00	EACH
TYVEK	$383.00	EACH
PROSHIELD	$108.00	EACH
SARANEX	$156.00	EACH
ACID SUIT	$156.00	EACH
RAIN SUIT	$68.00	EACH
NEOPRENE GLOVES	$33.50	PAIR
NITRILE GLOVES	$9.00	PAIR
SILVERSHIELD GLOVES	$28.00	PAIR
PVC GLOVES	$15.67	PAIR
COTTON OR LATEX GLOVES	$14.09	PAIR
LEATHER WORK GLOVES	$31.00	PAIR
PVC BOOTS (HAZMAX)	$85.37	PAIR
BOOT COVERS	$35.87	PAIR
HEARING PROTECTION	$15.75	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	$407.00	DAY
PORTABLE EYEWASH STATION	$247.86	DAY
FIRST AID STATION	$315.46	DAY
PERSONNEL RETRIEVAL SYSTEM	$484.00	DAY
PERSONNEL RETRIEVAL HARNESS	$100.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	$676.33	DAY
TOXIC GAS DETECTOR	$676.33	DAY
PHOTOIONIZATION DETECTOR	$676.33	DAY
HAZCAT KIT	$539.67	DAY
DETECTOR TUBES	$250.00	TEN
HAZMAT PACK	$20.00	GALLON
PH PAPER	$18.56	PACK
SPILL CLASSIFIER	$233.36	STRIP
PERSONNEL AIR SAMPLING PUMP	$667.36	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	$120.00	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	$1,380.00	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	$1,440.00	DAY
TRACKHOE 490 OR EQUIVALENT	$2,220.00	DAY
(80.00/HOUR AFTER 8 HOURS)	NA	DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	$2,040.00	DAY

12 TON LOWBOY (_$120.00_____/HOUR AFTER 8 HRS)	$1,440.00	DAY
50 TON LOWBOY (_$185.00_____/HOUR AFTER 8 HRS)	$2,220.00	DAY
SKID STEER (BOBCAT) (_$120.00_____/HOUR AFTER 8HRS)	$1,440.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	$400.00	DAY
1″ DIAPHRAGM PUMP	$335.00	DAY
2″ DIAPHRAGM PUMP	$933.60	DAY
2″ DIAPHRAGM PUMP SS	$3,250.65	DAY
3″ DIAPHRAGM PUMP	$6,251.25	DAY
1″ SUCTION OR DISCHARGE HOSE	$130.00	DAY
2″ SUCTION OR DISCHARGE HOSE	$175.00	DAY
3″ SUCTION OR DISCHARGE HOSE	$513.67	DAY
4″ Trash Pump	$833.00	DAY
6″ Trash Pump	$967.00	DAY
8″ Trash Pump	$1,148.00	DAY
10″ Trash Pump	$1,597.00	DAY
12″ Trash Pump	$2,086.00	DAY
14″ Trash Pump	$2,249.00	DAY
16″ Trash Pump	$2,673.00	DAY
18″ Trash Pump	$2,993.00	DAY

4″ SUCTION OR DISCHARGE HOSE	$23.00	DAY
6″ SUCTION OR DISCHARGE HOSE	$29.00	DAY
8″ SUCTION OR DISCHARGE HOSE	$35.00	DAY
10″ SUCTION OR DISCHARGE HOSE	$122.00	DAY
12″ SUCTION OR DISCHARGE HOSE	$122.00	DAY
14″ SUCTION OR DISCHARGE HOSE	$363.56	DAY
16″ SUCTION OR DISCHARGE HOSE	$363.56	DAY
18″ SUCTION OR DISCHARGE HOSE	$363.56	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	$715.84	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	$1,183.78	DAY
SMALL COMPRESSOR	$267.69	DAY
185 CFM COMPRESSOR	$462.00	DAY
AIRHOSE SECTION	$62.00	DAY
Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	$201.00	DAY
4000-5000 WATT GENERATOR	$252.00	DAY
ELECTRICAL CORD SECTION (50’)	$62.00	DAY
SPIKE BAR	$68.97	DAY
AIRLESS SPRAYER	$449.00	DAY
PRESSURE WASHER	$1,391.00	DAY

WATER HOSE SECTION (GARDEN)	$133.00	DAY
CUTTING TORCH	$735.00	EACH
WIRE WELDER	$491.17	DAY
AIR BLOWER	$575.00	DAY
HEPA VAC	$950.00	DAY
BARREL CART	$250.00	DAY
WHEELBARROW	$198.00	DAY
OIL DRY SPREADER	$78.51	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	$32.00	DAY
DRILL WITH BITS	$79.00	DAY
GROUNDING CABLE AND ROD	$91.20	DAY
CIRCULAR SAW	$98.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	$109.00	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	$299.00	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	$235.47	DAY
STEP LADDERS	$81.00	DAY
EXTENSION LADDERS	$541.00	DAY
PHOTOGRAPHIC EQUIPMENT	$599.00	DAY
PORTA JOHN	$195.00	DAY
FLASHLIGHTS	$49.00	EACH
HANDHELD RADIOS	$465.00	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	$685.17	
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	$248.00	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	$291.00	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	$146.00	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	$163.00	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	$163.00	EACH
ABSORBENT CLAY BAG	$64.00	EACH
OIL DRY	$42.00	EACH
PEAT MOSS	$66.00	EACH
VERMICULITE	$71.00	EACH
SODA ASH BAG	$55.00	EACH
4 MIL 20 X 100 POLYETHYLENE	$164.00	EACH
6 MIL 20 X 100 POLYETHYLENE	$259.00	ROLL
6 MIL BAGS	$91.00	EACH
DUCT TAPE	$6.76	ROLL
55- GALLON DRUMS	$250.00	EACH
55- GALLON DRUMS LINER 10 MIL	$350.00	EACH
FIBER DRUMS	$128.00	EACH

30- GALLON OVERPACK	$209.00	EACH
95 GALLON POLY OVERPACK	$575.00	EACH
DOT HAZARDOUS WASTE LABELS	$49.00	EACH
FIRE EXTINGUISHER	$126.00	EACH
CAUTION/HAZARD TAPE	$35.00	EACH
RESPIRATOR WIPES	$13.00	EACH
KAPPLER TAPE	$83.00	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add **$1.50** per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add **$1.50** per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	75,000	$9.25	$693,750.00	$92.50
	16 to 30.99 miles	120,000	$9.25	$1,110,000.00	$92.50
	31 to 60.99 miles	50,000	$9.50	$475,000.00	$95.00
	Greater than 61 miles	5,000	$10.00	$50,000.00	$100.00
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	25,000	$9.50	$237,500.00	$76.00
	16 to 30.99 miles	35,000	$9.50	$332,500.00	$76.00
	31 to 60.99 miles	15,000	$9.75	$146,250.00	$78.00
	Greater than 61 miles	1,000	$10.25	$10,250.00	$82.00

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$19.50	$9,750.00	$156.00
	16 to 30.99 miles	500	$20.50	$10,250.00	$164.00
	31 to 60.99 miles	200	$21.00	$4,200.00	$168.00
	Greater than 61 miles	100	$21.00	$2,100.00	$168.00
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$28.00	$14,000.00	$224.00
	16 to 30.99 miles	500	$29.00	$14,500.00	$232.00
	31 to 60.99 miles	200	$29.50	$5,900.00	$236.00
	Greater than 61 miles	100	$29.50	$2,950.00	$236.00

5	**DMS Management and Operations** Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		200,000	$1.50	$300,000.00	$15.00
6	**DMS Management and Reduction by Grinding** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		175,000	$4.95	$866,250.00	$49.50
7	**DMS Management and Reduction by Air Curtain Incineration** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		25,000	$3.95	$98,750.00	$39.50

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	$4.95	$49,500.00	$42.08
	16 to 30.99 miles	15,000	$5.95	$89,250.00	$50.58
	31 to 60.99 miles	25,000	$7.50	$187,500.00	$67.50
	Greater than 61 miles	20,000	$8.95	$179,000.00	$80.55
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	$95.00	$142,500.00	
	13-inch to 24.99-inch diameter	1,000	$195.00	$195,000.00	
	25-inch to 36.99-inch diameter	750	$295.00	$221,250.00	
	37-inch to 48.99-inch diameter	300	$395.00	$118,500.00	
	49-inch and larger diameter	100	$525.00	$52,500.00	
	Hanger Removal (per Tree)	3,000	$92.50	$277,500.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps**			
	Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	$245.00	$122,500.00
	37-inch to 48.99-inch diameter	250	$325.00	$81,250.00
	49-inch and larger diameter	50	$425.00	$21,250.00
11	**ROW White Goods Debris Removal**			
	Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	$110.00	$27,500.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	$65.00	$32,500.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**
		250	$45.00	$11,250.00

13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**
		10,000	$19.00	$190,000.00

14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Passenger Car	50	$275.00	$13,750.00
	Single Axle	25	$375.00	$9,375.00
	Double Axle	25	$495.00	$12,375.00

15 **Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
Vessels less than 20 linear feet	75	$1,500.00	$112,500.00
Vessels 21 linear feet and greater	50	$4,995.00	$249,750.00
16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
	50	$2.75	$137.50
Total	**$6,780,537.50**		







Thank you.

AshBritt appreciates your time and careful consideration of our proposal. We look forward to continuing to serve as your trusted disaster response contractor.

AshBritt

There when you need us...

ASHBINC-02 TFEDRONICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure South Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME:
PHONE (A/C, No, Ext): (239) 435-7108 FAX (A/C, No): (239) 213-2803
E-MAIL ADDRESS: tfedronich@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Everest National Insurance Company	10120
INSURER C : National Casualty Company	11991
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AshBritt, Inc.
565 E Hillsboro Blvd
Deerfield Beach, FL 33441-3543

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	SP007043012025	6/6/2025	6/6/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 75,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	CF3CA00336-251	6/6/2025	6/6/2026	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB CLAIMS-MADE			SX007044012025	6/6/2025	6/6/2026	EACH OCCURRENCE	$ 5,000,000
	DED RETENTION $						AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	X	WCC333398A	6/6/2025	6/6/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			SP007043012025	6/6/2025	6/6/2026	$1M PerClaim/$2M Agg	
A	Pollution Liability			SP007043012025	6/6/2025	6/6/2026	$1M PerClaim/$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer D) Westchester Surplus Lines Insurance Company NAIC #10172
Excess Liability Policy #G47471643002 - Effective 6/6/2025 - 6/6/2026
Limits: $5,000,000 Each Occurrence / $5,000,000 Aggregate
Insurer E) Federal Insurance Company NAIC #20281
Inland Marine Policy #0663-98-55 EUC - Effective 5/22/2025 - 5/22/2026
Leased/Rented Equipment $500,000 Limit / $5,000 Deductible

SEE ATTACHED ACORD 101

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

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ASHBINC-02 TFEDRONICH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Acrisure South Insurance Services, LLC		AshBritt, Inc. 565 E Hillsboro Blvd Deerfield Beach, FL 33441-3543 Broward
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate Holder is included as an Additional Insured with respect to General Liability only as required by written contract per form CG2010, including Completed Operations per form CG2037, on a primary and non-contributory basis per form CG2001, including Waiver of Subrogation per form CG2404. Additional Insured with respect to Automobile Liability only as required by written contract per form ECA04521 on a primary and non-contributory basis per form CA0449, including Waiver of Subrogation per form ECA24503. Waiver of Subrogation with respect to Workers Compensation only as required by written contract per form WC000313.

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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:

11/20/2025

Company/Vendor Name:

AshBritt, Inc.

Printed Name and Title:

Charles Knight, Corporate Secretary & SVP

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: AshBritt, Inc.
(Full, correct legal name)

- Address: 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441
- Telephone/Fax: Phone: 954-725-6992 / Fax: 954-725-6991
- Email address: response@ashbritt.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? Deerfield Beach, FL

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: Jamie Robbins
Address: 2405 Pruett Street, Austin, TX 78703
Telephone: Office: 954--725-6992 / Cell: 832-495-1193
Fax: 954-725-6991
Email: jrobbins@ashbritt.com or response@ashbritt.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.
    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.

See attached.

Supplemental response to question #3 on the litigation disclosure form.

Neither AshBritt, nor any member of our team to be assigned to this engagement has ever been involved in any claim or litigation with the City of Edinburg.

Throughout the years, AshBritt has had hundreds of employees working on a variety of projects across the United States. We are proud to have a litigation record well under the industry average, particularly when it comes to matters relating to safety and the scope of work this contract covers. Further, we have never had a lawsuit filed against us relating to performance. Below is information on our litigation.

- February 2025, AshBritt filed a claim against the Kentucky Transportation Cabinet relating to a contract dispute. This claim is pending.
- December 2017, AshBritt filed a claim again Monroe County, FL relating to a contract dispute. This claim was dismissed.

HOUSE BILL 89 VERIFICATION

I, Charles Knight, the undersigned representative of

AshBritt, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Charles Knight, Corporate Secretary & Senior Vice President

TYPE/PRINT NAME AND TITLE:

11/20/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Charles Knight, the undersigned representative of

AshBritt, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Charles 'Dori' Knight

SIGNATURE OF COMPANY REPRESENTATIVE:

Charles Knight, Corporate Secretary & Senior Vice President

TYPE/PRINT NAME AND TITLE:

11/20/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Charles Knight, the undersigned representative of

AshBritt, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Charles Knight, Corporate Secretary & Senior Vice President

TYPE/PRINT NAME AND TITLE:

11/20/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ Florida

COUNTY OF ~~HIDALGO~~ Broward

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

(1) He is President of AshBritt, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign Charles 'Don' Knight

Title Corporate Secretary & Senior Vice President

Subscribed and sworn to me this 20th day of November 2025.

By: Charles Knight who is personally known to me.

Jacqueline Ryan

Notary Public

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

My commission expires 04/08/2027

AshBritt, Inc. has no conflict of interest to disclose.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Charles Knight
Name of signatory

Charles 'Don' Knight
Signature

11/20/2025
Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

[CERES ENVIRONMENTAL SERVICES, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

Ceres Environmental Services, Inc. Response

CONTACT INFORMATION

Company:
Ceres Environmental Services, Inc.

Email:
contact@ceresenv.com

Contact:
Tia Laurie

Address:
6371 Business Boulevard
Suite 100
Sarasota, FL 34240

Phone:
(800) 218-4424

Website:
www.ceresenvironmental.com

Submission Date:
Nov 25, 2025 2:55 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Ceres_Proposal_for_Edinburg_TX.pdf

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

REDACTED_-_Ceres_Proposal_for_Edinburg_TX.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

10_Insurnace_Certificate.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_-_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_-_complete.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_-_complete.pdf

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

(35) 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_-_signed.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_-_signed.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_-_signed.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_-_signed.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_-_signed.pdf

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

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

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

Yes

Proposal in Response to:

City of Edinburg

RFP 2026-003 Disaster Debris Removal and Recovery Services

415 W. University Drive

City of Edinburg, TX 78539

11/25/2025 - 3:00 PM CT



Tia Laurie

contact@ceresenv.com

(800) 218-4424

www.ceresenvironmental.com

9625 Windfern Road
Houston, Texas 77064

1 PROPOSAL REQUIREMENTS AND COMPLETENESS OF PROPOSAL

Our proposal follows the format provided in the Scope of Work document, *Section 3: Proposal Outline and Content*, as evidenced by our Table of Contents. The compliance matrix below demonstrates that Ceres has addressed all requirements outlined in both the Evaluation Criteria and the Scope of Work.

Evaluation Criteria	Points	Evaluation Descriptions	Information Location
Debris Management Services	25	Degree of City liability in proposed debris management methods.	Section: - 2 Cover Letter
		Breadth of service and number of contracts the Proposer can handle	Sections: - 6.1 Experience and Capabilities - 6.2 List of Past Projects - 9.6 List of Existing Contracts
		Debris management methods and commitment to City debris management preferences	Sections: - 8 Description of Work - 8.1 Debris Reuse and Recycling Methods - 9.11 Mobilization and Operations Plan
		Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)	Sections: - 8 Description of Work - 8.1 Debris Reuse and Recycling Methods
		Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately	Sections: - 8 Description of Work - 8.1 Debris Reuse and Recycling Methods
		Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)	Sections: - 6.1 Experience and Capabilities - 6.2 List of Past Projects - 6.4 Ability to Manage Multiple Projects Concurrently - 9.1 Ceres' Experience Working on Similar Projects - 9.2 Technical Experience Regarding Large-Scale Debris Removal Operations
Proposal Requirements and Completeness of Proposal	5	Proposal Requirements and Completeness of Proposal	Section: - 1 Proposal Format – Requirements and Completeness of Proposal

Evaluation Criteria	Points	Evaluation Descriptions	Information Location
Responsiveness of Proposal	20	Demonstrated understanding of City and City needs	Sections: - 2 Letter of Transmittal - 8 Description of Work
		Demonstrated understanding of requirements of the RFP and contract	Sections: - 2 Letter of Transmittal - 8 Description of Work
		Quality of proposal and impressions of response as it relates to project	Section: - 1 Proposal Format – Requirements and Completeness of Proposal
		Additional services, ideas, or products that will benefit City	Section: - 8.2 Additional Services, Ideas, or Products That Will Benefit the City
References, Experience, Reputation, and Compliance	30	Experience and reputation in managing debris removal and disposal projects within state and federal regulations and guidelines	Sections: - 6.1 Experience and Capabilities - 9.1 Ceres' Experience Working on Similar Projects - 9.2 Technical Experience Regarding Large-Scale Debris Removal Operations - 9.18 Description of Proposer's Safety Record
		Personnel experience and training	Sections: - 7.1 List of Key Personnel - 7.2 Key Personnel Resumes and Certifications
		Financial stability	Section: - 11 Financial Assurance
Price	20	Reasonableness of Cost	Section: - 12 Price Sheet

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November 25, 2025

City of Edinburg
City Secretary Department (1st Floor)
415 W. University Drive
City of Edinburg, TX 78539

RE: **RFP 2026-003 Disaster Debris Removal and Recovery Services**
Due: November 25, 2025 at 3:00 PM CT

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Edinburg RFP 2026-003 Disaster Debris Removal and Recovery Services.** Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Ceres worked in the City of Edinburg following Hurricane Hanna in 2020, removing 109,905 cubic yards of debris. For this contract, Ceres will dedicate the same project management team that completed Edinburg's debris removal project following Hurricane Hanna. The team consists of Mr. Robert Smith, Director of Operations, Mr. Michael Smith, Project Manager, and Ms. Tia Laurie, Contract/Subcontract Manager. This team is intimately aware of the challenges Edinburg faced following Hurricane Hanna, and will bring these lessons learned to all future projects for the City.

Particularly in Texas, Ceres has a unique and unmatched ability to immediately respond to significant debris generating events with company-owned assets. Our sister company, The Ground Up, operates a 35-acre mulching facility and two other retail locations in the Houston metropolitan area. **Much of Ceres' 2,188 pieces of equipment are maintained and dispatched from our Houston facility, just 5 hours from City of Edinburg.** During Hurricane Harvey, the Houston yard converted into a Logistical Staging Area rescuing flooded residents with high water vehicles while simultaneously dispatching equipment for debris clearance and collection. If an event affects our Houston office, Ceres maintains other offices in Houma, LA, Sarasota, FL, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

Ceres has responded to clients in Texas impacted by hurricanes, tornados, winter storms, floods and derechos. This along with operating a Texas-based mulching company has helped Ceres build trusted relationships with Texas Division of Emergency Management, Texas Commission on Environmental Quality and Texas Department of Transportation to provide disaster guidance and quickly permit debris sites.

Within the past ten years, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for City of Edinburg.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 56,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry -- **2,188 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.

- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres also maintains a database of 3,346 subcontractors with **5 pre-qualified, local subcontractors from within 50 miles of Edinburg** to ensure rapid mobilization during any activation. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres anticipates that Edinburg will be responsible for overseeing Ceres project management; will schedule and/or attend meetings as necessary; will keep Ceres informed as to the needs of the City; and will provide or arrange monitoring services for the contract. The City will be responsible for determining the scope of services and for issuing Task Orders. Ceres does not anticipate any requirements beyond the Client oversight and approval functions typically performed on a pre-event contract.

David A. McIntyre, CEO; David Preus, President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

This proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers. Additionally, this proposal will comply with the requirements of this RFP.

We look forward to the opportunity to continue to be your supplier of disaster debris management services.

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

RESOLUTION OF THE BOARD OF DIRECTORS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the members of the Board of Directors of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), do hereby adopt the following resolution in writing effective as of the 4st day of August, 2025.

WHEREAS, the Corporation desires to prepare and submit bids, proposals, and contract documents, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such bids, proposals, and contractual documents on behalf of the Corporation,

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to execute and bind the Corporation in connection with bids, proposals and contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors have set their hands effective as of the day written above.

David McIntyre
CEO

David Preus
President

Proposal in Response to:

City of Edinburg

RFP 2026-003 Disaster Debris Removal and Recovery Services

415 W. University Drive

City of Edinburg, TX 78539

November 25, 2025 - 3:00 PM CT

Contact Person

Tia Laurie, Corporate Secretary

contact@ceresenv.com

Tel. (800) 218-4424

Fax (866) 228-5636

9625 Windfern Road

Houston, Texas 77064

Table of Contents
RFP 2026-003 Disaster Debris Removal and Recovery Services

Cover Page

Tab	Section	Page
1	**Proposal Format – Requirements and Completeness of Proposal**	
2	**Letter of Transmittal**	
3	**Title Page**	
4	**Table of Contents**	
5	**Certification of Registration**	
6	**Capabilities and Related Experience**	
	1 Experience and Capabilities	6.1-1
	2 List of Past Projects	6.2-1
	3 Reference Letters	6.3-1
	4 Ability to Manage Multiple Projects Concurrently	6.4-1
7	**Qualifications of Key Personnel**	
	1 List of Key Personnel	7.1-1
	2 Key Personnel Resumes and Certifications	7.2-1
8	**Description of Work**	8-1
	1 Debris Reuse and Recycling Methods	8.1-1
	2 Additional Services, Ideas, or Products That Will Benefit the City	8.2-1
9	**Technical Proposal**	
	1 Ceres' Experience Working on Similar Projects	9.1-1
	2 Technical Experience Regarding Large-Scale Debris Removal Operations	9.2-1
	3 Personnel Organizational Chart	9.3-1
	4 Public Information Plan	9.4-1
	5 Training and Professional Experience of Staff	9.5-1
	6 List of Existing Contracts	9.6-1
	7 References from Current and Past Clients – Ten (10) Years	9.7-1
	8 List of Subcontractors	9.8-1
	9 Company Profile	9.9-1
	10 Company Equipment and Additional Resources	9.10-1
	11 Mobilization and Operations Plan	9.11-1
	12 OSHA Compliant Temporary Inspection Tower	9.12-1
	13 Anti-Collusion Statement	9.13-1
	14 Fire Prevention, Safety, PPE, and Other Necessary Equipment	9.14-1
	15 Spill and Fire Prevention Plan	9.15-1
	16 Contingency Plan	9.16-1
	17 Employee Training Plan	9.17-1
	18 Health and Safety Plan	9.18-1
	19 Description of Proposer's Safety Record	9.19-1
	20 Third Party Certification	9.20-1
10	**Insurance Certificate**	
11	**Financial Assurance**	11-1
	Bank Reference and Bonding Letter	
	Financial Statements – *Confidential and Proprietary*	
12	**Price Sheet**	

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, Assumed Name Certificate for CERES ENVIRONMENTAL SERVICES, INC. (file number 12926006), a FLORIDA, USA, Foreign For-Profit Corporation, was filed in this office on November 02, 1999.

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 May 09, 2025.

Jane Nelson
Secretary of State

6 CAPABILITIES AND RELATED EXPERIENCE

6.1 Experience and Capabilities

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **$3.2 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time**. Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of major events that Ceres responded to in the past.

NTP from Edinburg, TX

Collected 109,905 CY

Ceres Response to Hurricanes
Hurricanes Beryl, Debby, Helene, and Milton (2024)
Hurricane Idalia (2023)
Hurricane Ian (2022)
Hurricane Ida (2021)
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)
Hurricanes Michael and Florence (2018)
Hurricanes Harvey, Irma, and Maria (2017)
Hurricanes Hermine and Matthew (2016)
Hurricanes Sandy and Isaac (2012)
Hurricane Irene (2011)
Hurricane Ike (2009)
Hurricanes Gustav and Dolly (2008)
Hurricanes Katrina and Wilma (2005)

Ceres Response to Winter Storms
Winter Storm Mara (2023)
Winter Storm Uri (2021)
Oklahoma Ice Storm (2020)
Kansas Snowstorm (2019)
Winter Storm Goliath (2015)
Georgia Ice Strom (2015)
Winter Storm Pax (2014)
NC Winter Storm (2014)
Winter Storm Atlas (2013)
Connecticut Winter Storm (2011)
Kentucky Ice Storm (2009)
Oklahoma Ice Storm (2007)

Ceres Response to Tornados and Strong Wind Events
GA, FL, LA, TN, TX Wind Events/Tornados (2024)
Mississippi Tornados (2023)
Tornado following Hurricane Ian (2022)
Iowa Derechos (2022 and 2020)
April Tornados – TN and MS (2020)
Macroburst in Connecticut (2018)
January Tornado – GA and AL (2017)
Spring Tornados – MS and AL (2014)
Macroburst in North Carolina (2013)
April Tornados in Alabama (2011)

Ceres Response to Floods
California & Great Vermont Flood (2023)
Louisiana Floods (2016)
Bastrop County Floods (2016)
Iowa Floods (2008)

Ceres Response to Fires
New Mexico Wildfires (2022)
Cameron Peak Fire in Colorado (2020)
Oregon Wildfires (2020)
Camp Fire (2018)
California Wildfires (2017)

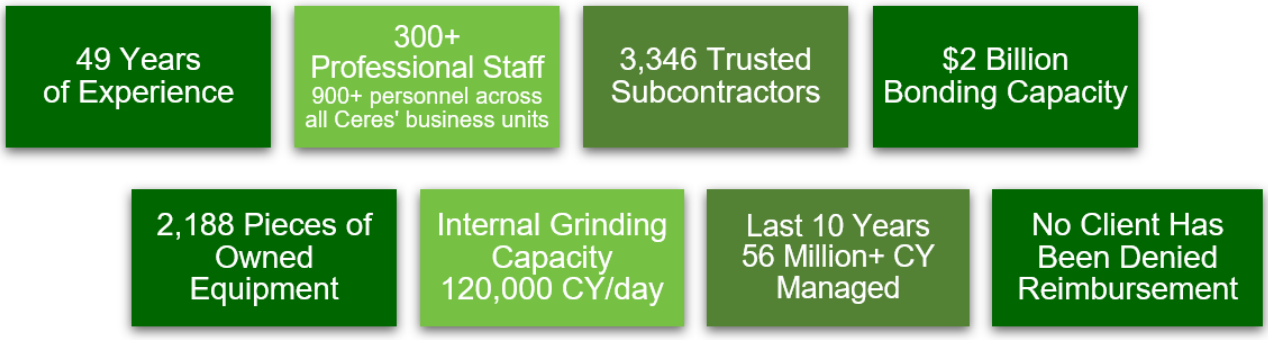
Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 600 trained and experienced core personnel; this core team has expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately $100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 2,188 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment, and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform

CERES HAS NEVER DEFAULTED ON A CONTRACT OR FAILED TO COMPLETE ANY WORK AWARDED.



Advantages of Ceres

Feature	Benefit to City of Edinburg	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 400 FEMA-funded Emergency Debris Management contracts with an awarded value of over $2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP). Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. **Ceres received the highest possible quality rating for this work – Exceptional** – based in part on our high production rates despite numerous scope changes and severe weather**.**
Large Scale Experience and Multiple Event Response	Successful Task Completion	In 2024, Ceres responded to 88 jurisdictions across the U.S. Ceres was activated in 47 jurisdictions in Florida, Georgia, and North Carolina following Hurricanes Helene and Milton. Months earlier, we responded to 16 Texas jurisdictions following Hurricane Beryl, and 4 jurisdictions in Florida and Georgia in response to Hurricane Debby. In addition to hurricane responses, Ceres was activated in Louisiana, Tennessee, and Georgia following tornadoes and severe wind events. Ceres also worked in California completing the response to the Atmospheric River flooding, and in Florida completing private property debris removal from Hurricane Ian. In 2023, Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida. In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico. In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an **Exceptional overall rating – the highest possible rating** for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.

Feature	Benefit to City of Edinburg	
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2,188 pieces of equipment.
Significant Earthquake Recovery Experience	Low Risk of Poor Performance in Earthquake Response	Ceres has conducted operations in New Zealand and in Haiti following earthquake events and is a leader in the reconstruction and upgrade of seismically damaged buildings repairs in Christchurch, New Zealand. Key achievements include New Zealand's first building implosion, Ceres' tallest earthquake damaged building implosion (16 stories); demo of the tallest earthquake damaged building by mechanical means (high reach, 11 stories); and demo of the largest (by footprint) earthquake damaged building by (290,520 sq. ft.). We have performed debris removal, demolition by mechanical or implosion methods, make-safe reconstruction of dangerous seismically damaged buildings in urban areas, reconstruction in heavily damaged areas, and recycling.
Significant Fire Recovery Experience	Low Risk of Poor Performance in Fire Response	From February 2019 through March 2020, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort, as one of three prime contractors. Over the course of that time, Ceres managed 3,083 Rights-of-Entry and removed over 768,000 tons of fire debris. This was the largest debris mission in California in more than 100 years. From December 2017 to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. Throughout the performance period, Ceres did not have a single lost time accident while the other two (2) prime contractors were plagued by safety issues.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 49 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement**. An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with…."* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

For the past 5 years, the company has more than 300 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team.



Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

Ceres' management has demonstrated its ability to respond to large-scale events. In 2024, following Hurricanes Helene and Milton, Ceres was activated in 47 jurisdictions across Florida, Georgia, and North Carolina. We have completed all projects and removed **12 million** cubic yards.

Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have

a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation **– Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses**.

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a $1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. In 2023, Ceres successfully completed multiple projects in 8 different states plus Puerto Rico. This includes responses to Hurricane Idalia in Florida and Georgia, Winter Storm Mara in Texas, Mississippi Tornadoes, the Great Flood in Vermont, a severe Summer Storm in Atlanta, GA, a June Windstorm in Shreveport, LA, Red Tide cleanup in Sarasota, FL., and the Atmospheric River floods in California. Additionally, Ceres performed private property debris removal in Cape Coral, FL, utility line clearing in Puerto Rico and waterway debris removal in two (2) Parishes in Louisiana, including St. Tammany Parish.

In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council

(NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.



Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, "*[Ceres} showed extreme reliability and dedication in the midst of chaos… Organized and diligent, their team quickly adapted to meet our needs.*"

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of $2 BIL** per single project. With liquid working capital and additional credit lines in excess of $200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceeded $105M, and Ceres never had a work stoppage on any project.

Equipment

Ceres and its family of companies own 2,188 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.



Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately $250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina.

Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Edinburg's service area to facilitate contacts if pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3,346 firms from across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also,

co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over $1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help City of Edinburg officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to City of Edinburg officials accordingly.

Public Information Campaigns

Having been in business for 49 years and completed more than over 400 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos… Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

…I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner….I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

Ceres did an excellent job in the coordination and the removal of tree damage that occurred…. I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	
OPERATIONS SUPERVISOR	$87.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	$85.00
PROJECT COORDINATOR	$82.00
FIELD HAZ MATERIAL MANAGER	$82.00
HM CONTAIN AREA MANAGER	$82.00
FIELD PROJECT SUPERVISOR	$80.00
HM AREA SUPERVISOR	$80.00
FIELD PROJECT FOREMAN	$78.00
HM CONTAINMENT AREA FOREMAN	$78.00
FIELD HM TECHNICIAN	$75.00
HM CONTAIN AREA TECHNICIAN	$75.00
HEALTH & SAFETY SPECIALIST	$75.00
PROJECT ENGINEER	$85.00
PROJECT GEOLOGIST	$85.00
CHEMIST	$85.00

REGULATORY MANAGER	$85.00
EQUIPMENT OPREATOR	$84.00
ASBESTOS ABATEMENT SUPREVISOR	$85.00
ASBESTOS ABATEMENT WORKER	$80.00
ASBESTOS INSPECTOR	$85.00
TRUCK DRIVER	$80.00
ADMINISTRATIVE ASSISTANT	$75.00
CLERICAL	$75.00
LABORER WITH CHAIN SAW	$75.00
LABORER WITH SMALL TOOLS	$72.00
TRAFFIC CONTROL FLAG PERSON	$72.00
TREE CLIMBER/CHAINSAW AND GEAR	$85.00
BONDED AND CERTIFIED SECURITY PERSONNEL	$65.00

Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK	$22.00
PICKUP TRUCK EXTENDED CAB	$24.00
PICKUP TRUCK 4 X 4	$24.00
PICKUP TRUCK 1 TON	$24.00
BOX TRUCK	$22.00
PASSENGER CAR	$20.00

20’ RESPONSE TRAILER	$125.00
36’ RESPONSE TRAILER	$165.00
OFFICE TRAILER	$24.00
FLATBED TRAILER	$157.00
VEHICLE USE – PICKUPS, VANS, CARS	$22.00
VEHICLE USE – TRAILER, HEAVY TRUCKS	$54.00
12’ WORKBOAT W/MOTOR	$32.00
12’ WORKBOAT W/O MOTOR	$22.00
VACUUM TRUCK 3500 GALLON	$175.00

Description	Cost	Unit
30-60 TON CRANE	$235.00	HOUR
61-90 TON CRANE	$330.00	HOUR
100 – TON CRANE	$420.00	HOUR
50’ BUCKET TRUCK	$185.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	$74.00	HOUR
BACKHOE LOADER	$84.00	HOUR
BROOM TRCTOR	$38.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	$65.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	$75.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	$100.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	$130.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	$160.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	$30.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	$50.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	$70.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	$70.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	$105.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	$28.00	HOUR
GRADER WITH 12' BLADE	$64.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	$105.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	$110.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	$170.00	HOUR
PICKUP TRUCK	$22.00	HOUR
FLATBED TRUCK	$26.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	$70.00	HOUR
WATER TRUCK	$55.00	HOUR
SERVICE TRUCK	$45.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	$70.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	$80.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	$95.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	$50.00	HOUR
SKID STEER LOADER	$55.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	$65.00	HOUR
SOIL COMPACTOR, 81 + HP	$75.00	HOUR
TEMPORARY OFFICE TRAILER	$26.00	HOUR
TUB GRINDER, 800 – 1,000 HP	$450.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	$95.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	$135.00	

Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	$850.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	$350.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	$225.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	$45.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	$350.00	DAY
AIR FILTRATION PANAL	$100.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	$308.00	DAY
RESPIRATOR AIRLINE 50’ SECTION	$349.50	EACH

RESIRATOR CARTRIDGES	$52.18	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	$1,465.36	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	$815.56	EACH
TYVEK	$35.00	EACH
PROSHIELD	$85.00	EACH
SARANEX	$95.00	EACH
ACID SUIT	$95.00	EACH
RAIN SUIT	$35.00	EACH
NEOPRENE GLOVES	$23.00	PAIR
NITRILE GLOVES	$8.00	PAIR
SILVERSHIELD GLOVES	$8.00	PAIR
PVC GLOVES	$8.00	PAIR
COTTON OR LATEX GLOVES	$6.45	PAIR
LEATHER WORK GLOVES	$21.27	PAIR
PVC BOOTS (HAZMAX)	$40.00	PAIR
BOOT COVERS	$15.00	PAIR
HEARING PROTECTION	$3.00	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	$55.00	DAY
PORTABLE EYEWASH STATION	$65.00	DAY
FIRST AID STATION	$120.00	DAY
PERSONNEL RETRIEVAL SYSTEM	$140.00	DAY
PERSONNEL RETRIEVAL HARNESS	$110.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	$77.20	DAY
TOXIC GAS DETECTOR	$124.45	DAY
PHOTOIONIZATION DETECTOR	$191.16	DAY
HAZCAT KIT	$492.53	DAY
DETECTOR TUBES	$167.50	TEN
HAZMAT PACK	$17.97	GALLON
PH PAPER	$26.51	PACK
SPILL CLASSIFIER	$17.57	STRIP
PERSONNEL AIR SAMPLING PUMP	$263.58	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	$84.50	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	$1,040.41	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	$1,114.25	DAY
TRACKHOE 490 OR EQUIVALENT (80.00/HOUR AFTER 8 HOURS)	$1,480.00	DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	$1,170.00	DAY

12 TON LOWBOY (___90__/HOUR AFTER 8 HRS)	$1,221.00	DAY
50 TON LOWBOY (___110__/HOUR AFTER 8 HRS)	$1,625.00	DAY
SKID STEER (BOBCAT) (___110__/HOUR AFTER 8HRS)	$1,015.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	$20.00	DAY
1″ DIAPHRAGM PUMP	$139.09	DAY
2″ DIAPHRAGM PUMP	$182.79	DAY
2″ DIAPHRAGM PUMP SS	$316.25	DAY
3″ DIAPHRAGM PUMP	$287.50	DAY
1″ SUCTION OR DISCHARGE HOSE	$52.90	DAY
2″ SUCTION OR DISCHARGE HOSE	$79.35	DAY
3″ SUCTION OR DISCHARGE HOSE	$102.35	DAY
4″ Trash Pump	$339.25	DAY
6″ Trash Pump	$248.71	DAY
8″ Trash Pump	$429.59	DAY
10″ Trash Pump	$508.73	DAY
12″ Trash Pump	$644.39	DAY
14″ Trash Pump	$818.37	DAY
16″ Trash Pump	$900.21	DAY
18″ Trash Pump	$1,026.23	DAY

4″ SUCTION OR DISCHARGE HOSE	$159.85	DAY
6″ SUCTION OR DISCHARGE HOSE	$201.25	DAY
8″ SUCTION OR DISCHARGE HOSE	$224.25	DAY
10″ SUCTION OR DISCHARGE HOSE	$270.25	DAY
12″ SUCTION OR DISCHARGE HOSE	$316.25	DAY
14″ SUCTION OR DISCHARGE HOSE	$327.75	DAY
16″ SUCTION OR DISCHARGE HOSE	$327.75	DAY
18″ SUCTION OR DISCHARGE HOSE	$327.75	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	$159.85	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	$201.25	DAY
SMALL COMPRESSOR	$74.75	DAY
185 CFM COMPRESSOR	$148.35	DAY
AIRHOSE SECTION	$32.20	DAY

Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	$187.45	DAY
4000-5000 WATT GENERATOR	$155.25	DAY
ELECTRICAL CORD SECTION (50’)	$10.35	DAY
SPIKE BAR	$44.85	DAY
AIRLESS SPRAYER	$164.50	DAY
PRESSURE WASHER	$179.50	DAY

WATER HOSE SECTION (GARDEN)	$12.00	DAY
CUTTING TORCH	$715.00	EACH
WIRE WELDER	$253.00	DAY
AIR BLOWER	$201.25	DAY
HEPA VAC	$531.30	DAY
BARREL CART	$23.97	DAY
WHEELBARROW	$13.75	DAY
OIL DRY SPREADER	$34.50	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	$212.98	DAY
DRILL WITH BITS	$27.50	DAY
GROUNDING CABLE AND ROD	$81.80	DAY
CIRCULAR SAW	$34.50	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	$33.35	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	$51.75	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	$31.05	DAY
STEP LADDERS	$18.00	DAY
EXTENSION LADDERS	$26.80	DAY
PHOTOGRAPHIC EQUIPMENT	$132.00	DAY
PORTA JOHN	$38.50	DAY
FLASHLIGHTS	$12.80	EACH
HANDHELD RADIOS	$25.30	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	$4,000.00	
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	$172.70	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	$206.80	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	$206.80	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	$171.60	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	$16.50	EACH
ABSORBENT CLAY BAG	$69.30	EACH
OIL DRY	$49.50	EACH
PEAT MOSS	$61.60	EACH
VERMICULITE	$49.50	EACH
SODA ASH BAG	$56.10	EACH
4 MIL 20 X 100 POLYETHYLENE	$220.00	EACH
6 MIL 20 X 100 POLYETHYLENE	$371.80	ROLL
6 MIL BAGS	$11.00	EACH
DUCT TAPE	$6.60	ROLL
55- GALLON DRUMS	$111.10	EACH
55- GALLON DRUMS LINER 10 MIL	$49.50	EACH
FIBER DRUMS	$75.90	EACH

30- GALLON OVERPACK	$138.60	EACH
95 GALLON POLY OVERPACK	$481.80	EACH
DOT HAZARDOUS WASTE LABELS	$6.60	EACH
FIRE EXTINGUISHER	$104.50	EACH
CAUTION/HAZARD TAPE	$20.90	EACH
RESPIRATOR WIPES	$9.90	EACH
KAPPLER TAPE	$27.50	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add __$0.29___ per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add ___$0.29___ per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

		Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.				
	0 to 15.99 miles	75,000	$8.88	$666,000.00	$86.98
	16 to 30.99 miles	120,000	$8.88	$1,065,600.00	$86.98
	31 to 60.99 miles	50,000	$9.28	$464,000.00	$89.98
	Greater than 61 miles	5,000	$9.98	$49,900.00	$97.80
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.				
	0 to 15.99 miles	25,000	$8.88	$222,000.00	$86.98
	16 to 30.99 miles	35,000	$8.88	$310,800.00	$86.98
	31 to 60.99 miles	15,000	$9.28	$139,200.00	$89.98
	Greater than 61 miles	1,000	$9.98	$9,980.00	$97.80

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$24.98	$12,490.00	$187.35
	16 to 30.99 miles	500	$26.98	$13,490.00	$202.35
	31 to 60.99 miles	200	$27.98	$5,596.00	$209.85
	Greater than 61 miles	100	$28.98	$2,898.00	$217.35
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$32.98	$16,490.00	$296.82
	16 to 30.99 miles	500	$34.98	$17,490.00	$314.82
	31 to 60.99 miles	200	$35.98	$7,196.00	$323.82
	Greater than 61 miles	100	$36.98	$3,698.00	$332.82

5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	200,000	$1.48	$296,000.00	$12.14
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	175,000	$2.48	$434,000.00	$17.36
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	25,000	$1.98	$49,500.00	$14.98

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	$3.98	$39,800.00	$27.86
	16 to 30.99 miles	15,000	$4.98	$74,700.00	$34.86
	31 to 60.99 miles	25,000	$6.48	$162,000.00	$45.36
	Greater than 61 miles	20,000	$6.98	$139,600.00	$48.86
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	$35.00	$52,500.00	
	13-inch to 24.99-inch diameter	1,000	$175.00	$175,000.00	
	25-inch to 36.99-inch diameter	750	$180.00	$135,000.00	
	37-inch to 48.99-inch diameter	300	$185.00	$55,500.00	
	49-inch and larger diameter	100	$190.00	$19,000.00	
	Hanger Removal (per Tree)	3,000	$85.00	$255,000.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	$195.00	$97,500.00
	37-inch to 48.99-inch diameter	250	$225.00	$56,250.00
	49-inch and larger diameter	50	$295.00	$14,750.00
11	**ROW White Goods Debris Removal** Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	$65.00	$16,250.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	$45.00	$22,500.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**	
		250	$29.00	$7,250.00	
13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**	
		10,000	$2.00	$20,000.00	
14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**	
	Passenger Car	50	$100.00	$5,000.00	
	Single Axle	25	$125.00	$3,125.00	
	Double Axle	25	$150.00	$3,750.00	

15	**Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Vessels less than 20 linear feet	75	$150.00	$11,250.00
	Vessels 21 linear feet and greater	50	$225.00	$11,250.00
16	**Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
		50	$3.00	$150.00
Total		**$** 5,163,453.00		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates LLC 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Jeffrey Whitworth **PHONE (A/C, No, Ext):** 801-532-5976 **FAX (A/C, No):** **E-MAIL ADDRESS:** jwhitworth@holmesmurphy.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Zurich American Insurance Company / 16535
INSURED CERENVPC Ceres Environmental Services Inc. 6371 Business Boulevard Suite 100 Sarasota, FL 34240	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 281086634 **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**			GLO183855306	9/1/2025	9/1/2026	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contr Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**			BAP184004606	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X 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)	$
							Hired Auto Phy Damage	$ ACV less ded
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC183855406	9/1/2025	9/1/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					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)

RFP 2026-003: Disaster Debris Removal and Recovery Services

General Liability and Automobile Liability policies contain Blanket Additional Insured endorsements. • General Liability and Automobile Liability policies contain Primary/Non-Contributory endorsements. • Umbrella/Excess Liability extends the limits of the underlying General Liability, Automobile Liability and Employer's Liability policies, subject to policy terms, conditions and exclusions. • General Liability, Automobile Liability and Workers Compensation policies contain Blanket Waiver of Subrogation endorsements.
General Liability, Automobile & Workers Compensation policies include endorsements that a 30-day notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER

City of Edinburg
Attn: Administrative Specialist
8601 N. Jasman Rd
PO Box 1079
Edinburg TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP184004606	Effective Date: 09/01/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Ceres Environmental Services Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO183855306	Effective Date: 09/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO183855306	09/01/2025	09/01/2026			$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   All persons and/or organization that are required by written contract or agreement with the Insured, Executed prior to the accident or loss, that waiver of subrogation be provided under this policy for Work performed by you and for that Person and/or Organization

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

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:
11/25/2025

Company/Vendor Name:
Ceres Environmental Services, Inc.

Printed Name and Title:
Tia Laurie, Corporate Secretary

Authorized Signatory:
Tia Laurie

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Ceres Environmental Services, Inc.
(Full, correct legal name)

- Address: 9625 Windfern Road
  Houston, Texas 77064
- Telephone/Fax: P: (800) 218-4424 F: (866) 228-5636
- Email address: contact@ceresenv.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? Sarasota, FL

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No x

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months) N/A

c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No x

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Tia Laurie
Address: 6371 Business Boulevard, Suite 100, Sarasota, FL 34240
Telephone: (800) 218-4424
Fax: (866) 228-5636
Email: contact@ceresenv.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. N/A

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. N/A

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Tia Laurie, the undersigned representative of

Ceres Environmental Services, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

Tia Laurie

SIGNATURE OF COMPANY REPRESENTATIVE:

Tia Laurie, Corporate Secretary

TYPE/PRINT NAME AND TITLE:

11/25/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Tia Laurie, the undersigned representative of

Ceres Environmental Services, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Tia Laurie

SIGNATURE OF COMPANY REPRESENTATIVE:

Tia Laurie, Corporate Secretary

TYPE/PRINT NAME AND TITLE:

11/25/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Tia Laurie, the undersigned representative of

Ceres Environmental Services, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Tia Laurie

SIGNATURE OF COMPANY REPRESENTATIVE:

Tia Laurie, Corporate Secretary

TYPE/PRINT NAME AND TITLE:

11/25/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ Florida

COUNTY OF ~~HIDALGO~~ Sarasota

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

(1) He is ~~President~~ Corporate Secretary of Ceres Environmental Services, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign Tia Laurie

Title Corporate Secretary

Subscribed and sworn to me this 24th day of November 2025.

By: Megan Foy

Notary Public

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

My commission expires 9/20/2027 MF

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

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

Tia Laurie	Tia Laurie	11/25/2025
Name of signatory	Signature	Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

[CTC DISASTER RESPONSE, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

CTC Disaster Response, Inc. Response

CONTACT INFORMATION

Company:
CTC Disaster Response, Inc.

Email:
ggathers@ctcdisaster.com

Contact:
Greg Gathers

Address:
4011 SW 29th St. #130
Topeka, KS 66614

Phone:
N/A

Website:
www.ctcdisaster.com

Submission Date:
Nov 22, 2025 10:30 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

RFP_Documents-_City_of_Edinburg.pdf

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

Technical_Proposal_-_City_of_Edinburg_TX.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Sample_COI_(2).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_(2).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.pdf

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

(35) 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_(2).pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non-collusion_Affidavit_(4).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_(3).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

SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	
OPERATIONS SUPERVISOR	85
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	75
PROJECT COORDINATOR	70
FIELD HAZ MATERIAL MANAGER	65
HM CONTAIN AREA MANAGER	65
FIELD PROJECT SUPERVISOR	65
HM AREA SUPERVISOR	65
FIELD PROJECT FOREMAN	60
HM CONTAINMENT AREA FOREMAN	60
FIELD HM TECHNICIAN	60
HM CONTAIN AREA TECHNICIAN	60
HEALTH & SAFETY SPECIALIST	60
PROJECT ENGINEER	70
PROJECT GEOLOGIST	70
CHEMIST	70

REGULATORY MANAGER	65
EQUIPMENT OPREATOR	60
ASBESTOS ABATEMENT SUPREVISOR	65
ASBESTOS ABATEMENT WORKER	55
ASBESTOS INSPECTOR	60
TRUCK DRIVER	60
ADMINISTRATIVE ASSISTANT	45
CLERICAL	45
LABORER WITH CHAIN SAW	65
LABORER WITH SMALL TOOLS	60
TRAFFIC CONTROL FLAG PERSON	60
TREE CLIMBER/CHAINSAW AND GEAR	75
BONDED AND CERTIFIED SECURITY PERSONNEL	70

Vehicles/Transportation w/ DRIVER	**Cost**
Description	
PICKUP TRUCK	60
PICKUP TRUCK EXTENDED CAB	60
PICKUP TRUCK 4 X 4	60
PICKUP TRUCK 1 TON	60
BOX TRUCK	65
PASSENGER CAR	60

20' RESPONSE TRAILER	30
36' RESPONSE TRAILER	40
OFFICE TRAILER	45
FLATBED TRAILER	30
VEHICLE USE – PICKUPS, VANS, CARS	60
VEHICLE USE – TRAILER, HEAVY TRUCKS	85
12' WORKBOAT W/MOTOR	100
12' WORKBOAT W/O MOTOR	30
VACUUM TRUCK 3500 GALLON	275

Description	Cost	Unit
30-60 TON CRANE	250	HOUR
61-90 TON CRANE	300	HOUR
100 – TON CRANE	500	HOUR
50' BUCKET TRUCK	215	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	125	HOUR
BACKHOE LOADER	90	HOUR
BROOM TRCTOR	70	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	145	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	155	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	160	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	165	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	75	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	95	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	100	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	115	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	115	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	125	HOUR
GENERATOR WITH LIGHTING, MOBILE	28	HOUR
GRADER WITH 12' BLADE	100	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	155	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	155	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	295	HOUR
PICKUP TRUCK	65	HOUR
FLATBED TRUCK	70	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	125	HOUR
WATER TRUCK	70	HOUR
SERVICE TRUCK	75	HOUR
FRONT-END LOADER, 950 OR SIMILAR	150	HOUR
FRONT-END LOADER, 966 OR SIMILAR	150	HOUR
FRONT-END LOADER, 980 OR SIMILAR	150	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	90	HOUR
SKID STEER LOADER	135	HOUR

SOIL COMPACTOR, UP TO 80 HP	45	HOUR
SOIL COMPACTOR, 81 + HP	55	HOUR
TEMPORARY OFFICE TRAILER	45	HOUR
TUB GRINDER, 800 – 1,000 HP	500	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	45	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	150	

Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	800	~~EACH DAY~~
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	350	~~EACH DAY~~
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	225	~~EACH DAY~~
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	15	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	140	DAY
AIR FILTRATION PANAL	55	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	200	DAY
RESPIRATOR AIRLINE 50' SECTION	150	EACH

RESIRATOR CARTRIDGES	800	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	350	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	225	EACH
TYVEK	10	EACH
PROSHIELD	10	EACH
SARANEX	30	EACH
ACID SUIT	100	EACH
RAIN SUIT	25	EACH
NEOPRENE GLOVES	15	PAIR
NITRILE GLOVES	10	PAIR
SILVERSHIELD GLOVES	12	PAIR
PVC GLOVES	5	PAIR
COTTON OR LATEX GLOVES	5	PAIR
LEATHER WORK GLOVES	25	PAIR
PVC BOOTS (HAZMAX)	30	PAIR
BOOT COVERS	10	PAIR
HEARING PROTECTION	5	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	50	EACH ~~DAY~~
PORTABLE EYEWASH STATION	175	DAY
FIRST AID STATION	175	DAY
PERSONNEL RETRIEVAL SYSTEM	150	DAY
PERSONNEL RETRIEVAL HARNESS	25	DAY

Disaster Recovery Monitoring/Sampling Equipment	Cost	Unit
Description	75	DAY
COMBUSTION GAS INDICATOR	150	DAY
TOXIC GAS DETECTOR	150	DAY
PHOTOIONIZATION DETECTOR	110	DAY
HAZCAT KIT	325	DAY
DETECTOR TUBES	20	TEN
HAZMAT PACK	70	GALLON
PH PAPER	25	PACK
SPILL CLASSIFIER	15	STRIP
PERSONNEL AIR SAMPLING PUMP	45	DAY

Heavy Equipment	Cost	Unit
MECHANIZED BROOM	85	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	90	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	950	DAY
TRACKHOE 490 OR EQUIVALENT	1,550	DAY
(80.00/HOUR AFTER 8 HOURS)		DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	1,500	DAY

12 TON LOWBOY (_____/HOUR AFTER 8 HRS)	300	DAY
50 TON LOWBOY (_____/HOUR AFTER 8 HRS)	400	DAY
SKID STEER (BOBCAT) (_____/HOUR AFTER 8HRS)	1350	DAY

Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	75	DAY
1" DIAPHRAGM PUMP	125	DAY
2" DIAPHRAGM PUMP	160	DAY
2" DIAPHRAGM PUMP SS	275	DAY
3" DIAPHRAGM PUMP	250	DAY
1" SUCTION OR DISCHARGE HOSE	45	DAY
2" SUCTION OR DISCHARGE HOSE	70	DAY
3" SUCTION OR DISCHARGE HOSE	90	DAY
4" Trash Pump	1000	DAY
6" Trash Pump	1500	DAY
8" Trash Pump	1750	DAY
10" Trash Pump	2000	DAY
12" Trash Pump	2500	DAY
14" Trash Pump	2600	DAY
16" Trash Pump	2700	DAY
18" Trash Pump	2800	DAY

4" SUCTION OR DISCHARGE HOSE	100	DAY
6" SUCTION OR DISCHARGE HOSE	150	DAY
8" SUCTION OR DISCHARGE HOSE	175	DAY
10" SUCTION OR DISCHARGE HOSE	185	DAY
12" SUCTION OR DISCHARGE HOSE	195	DAY
14" SUCTION OR DISCHARGE HOSE	200	DAY
16" SUCTION OR DISCHARGE HOSE	205	DAY
18" SUCTION OR DISCHARGE HOSE	210	DAY
2" CHEMICAL SUCTION OR DISCHARGE HOSE	140	DAY
3" CHEMCIAL SUCTIN OR DISCHARGE HOSE	180	DAY
SMALL COMPRESSOR	75	DAY
185 CFM COMPRESSOR	150	DAY
AIRHOSE SECTION	25	DAY

Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	250	DAY
4000-5000 WATT GENERATOR	250	DAY
ELECTRICAL CORD SECTION (50')	25	DAY
SPIKE BAR	40	DAY
AIRLESS SPRAYER	200	DAY
PRESSURE WASHER	200	DAY

WATER HOSE SECTION (GARDEN)	30	DAY
CUTTING TORCH	150	EACH
WIRE WELDER	200	DAY
AIR BLOWER	55	DAY
HEPA VAC	250	DAY
BARREL CART	15	DAY
WHEELBARROW	15	DAY
OIL DRY SPREADER	20	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	250	DAY
DRILL WITH BITS	50	DAY
GROUNDING CABLE AND ROD	15	DAY
CIRCULAR SAW	30	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	50	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	50	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	50	DAY
STEP LADDERS	25	DAY
EXTENSION LADDERS	50	DAY
PHOTOGRAPHIC EQUIPMENT	100	DAY
PORTA JOHN	35	DAY
FLASHLIGHTS	25	EACH
HANDHELD RADIOS	25	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	150	HOUR

Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	100	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	150	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	75	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	90	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	125	EACH
ABSORBENT CLAY BAG	20	EACH
OIL DRY	20	EACH
PEAT MOSS	35	EACH
VERMICULITE	30	EACH
SODA ASH BAG	30	EACH
4 MIL 20 X 100 POLYETHYLENE	70	EACH
6 MIL 20 X 100 POLYETHYLENE	90	ROLL
6 MIL BAGS	100	CASE ~~EACH~~
DUCT TAPE	10	ROLL
55- GALLON DRUMS	100	EACH
55- GALLON DRUMS LINER 10 MIL	10	EACH
FIBER DRUMS	55	EACH

30- GALLON OVERPACK	115	EACH
95 GALLON POLY OVERPACK	275	EACH
DOT HAZARDOUS WASTE LABELS	35	EACH
FIRE EXTINGUISHER	75	EACH
CAUTION/HAZARD TAPE	15	EACH
RESPIRATOR WIPES	20	EACH
KAPPLER TAPE	15	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add 1.50 per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add 4.00 per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1 **ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
0 to 15.99 miles	75,000	7.00	525,000	70.00
16 to 30.99 miles	120,000	7.50	900,000	75.00
31 to 60.99 miles	50,000	8.25	412,500	82.50
Greater than 61 miles	5,000	8.25	41,250	82.50
2 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
0 to 15.99 miles	25,000	7.00	175,000	70.00
16 to 30.99 miles	35,000	7.50	262,500	75.00
31 to 60.99 miles	15,000	8.25	123,750	8.25
Greater than 61 miles	1,000	8.25	8,250	8.25

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	14.00	7,000	140.00
	16 to 30.99 miles	500	14.50	7,250	145.00
	31 to 60.99 miles	200	14.95	2,990	149.50
	Greater than 61 miles	100	14.95	1,495	149.50
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	14.00	7,000	140.00
	16 to 30.99 miles	500	14.50	7,250	145.00
	31 to 60.99 miles	200	14.95	2,990	149.50
	Greater than 61 miles	100	14.95	1,495	149.50

5 **DMS Management and Operations** Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	200,000	1.10	220,000	10.00
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	175,000	3.75	656,250	37.50
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	25,000	3.05	76,250	

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	4.00	40,000.00	40.00
	16 to 30.99 miles	15,000	4.50	67,500.00	45.00
	31 to 60.99 miles	25,000	5.50	137,500.00	55.00
	Greater than 61 miles	20,000	5.50	110,000.00	55.00
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	70.00	105,000	
	13-inch to 24.99-inch diameter	1,000	148.00	148,000	
	25-inch to 36.99-inch diameter	750	268.00	201,000	
	37-inch to 48.99-inch diameter	300	328.00	98,400	
	49-inch and larger diameter	100	328.00	32,800	
	Hanger Removal (per Tree)	3,000	98.00	294,000	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
24.0-inch to 36.99-inch diameter	500	125	62,500
37-inch to 48.99-inch diameter	250	250	62,500
49-inch and larger diameter	50	300	15,000
11 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
Refrigerators and freezers requiring refrigerant recovery and decontamination	250	35 00	8,750
Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	35 00	17,500

12 **Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**
	250	25	6,250

13 **Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**
	10,000	9.50	95,000

14 **Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**
Passenger Car	50	150.00	7,500.00
Single Axle	25	150.00	3,750.00
Double Axle	25	375.00	9,375.00

15 Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
Vessels less than 20 linear feet	75	25	1,875
Vessels 21 linear feet and greater	50	40	2,000
16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
	50	4	200
Total	**$** _____		











DISASTER RESPONSE

ORIGINAL

Request For Proposal

RFP# 2026-003

Disaster Debris Removal and Recovery Services

Due: November 25, 2025 3:00 pm

Greg Gathers, President/CEO
4011 SW 29th St. #130 Topeka, KS 66614
Office (785) 478-9805 | Fax (785) 478-4195
ggathers@ctcdisaster.com | www.ctcdisaster.com

Office Locations in Kansas, Alabama, Florida, Texas, Colorado, Montana

TABLE OF CONTENTS

Introduction 3

Transmittal Letter 3

Project Approach 5

Pre-Event preperation 5

Pre-Event Coordination Response Time 9

Technical Approach Post Disaster 11

Temporary Debris Site (TDS) Plan 15

Vehicle Inspection Tower Info 17

Debris Removal Guidelines 19

Firm overview 21

Summary 21

Reimbursement knowledge and experience 22

Past Performance, List of Work in Progress, & List of Awarded Contracts 23

References 37

Management overview 39

Training and certifications 39

Project resources 41

Subcontracting Plan 41

Local and Minority Participation 43

Owned and leased Equipment 44

Saftey Information 46

Safety and Quality Control Plan 46

Forms & Additional Information 62

Bonding Letter 62

Certificates and Insurance 63

Affirmative Action Plan 65

Industry Association Memberships 68

Letters of recommendation 69

Required Forms 79

INTRODUCTION

TRANSMITTAL LETTER

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

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., is pleased to submit our response to RFP #2026-003, Disaster Debris Removal and Recovery Services for your consideration. CTC has been in business for over 26 years and has completed over $200,000,000 in Tree and Debris Removal Operations with combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor in the recovery of over 250 projects in 30 states performing ROW Debris Removal, Forestry Mulching/ Land Clearing, Tree Trimming and Removal, PPDR, Waterway and Marine Debris Removal, TDS Reduction and Management, and other specialty types of debris removal. We meet or exceed all the requirements of this RFP.

CTC is registered in the great state of Texas and has never failed to complete a project nor defaulted on any contract. We hold ourselves to the highest standards of quality and professionalism. Our past performance is excellent, and we will strictly adhere to all requirements of this project. CTC has completed several contracts of this nature in the past for the City of Lincoln and several DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. If awarded, we will provide all additional documentation required. We look forward to the opportunity to serve your needs.

Respectfully,

Greg Gathers

Greg Gathers
President/CEO
ISA & KAA Certified Arborist
(MW-4172A)

The following individuals have the authority to bind CTC Disaster Response, Inc. in all representations of this proposal:

Greg Gathers, President/CEO

(785) 221-7550

ggathers@ctcdisaster.com

Maura Gathers, Executive Vice President/ CAO

(785) 383-7747

mgathers@ctcdisaster.com

Jeremy Britton, Chief Operating Officer

(256)749-4886

jbritton@ctcdisaster.com

CUSTTRE-03 DROWE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/26/2025

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: Derek Rowe
World Insurance Associates, LLC 1415 SW Topeka Blvd Topeka, KS 66612	PHONE (A/C, No, Ext): (785) 271-8097 FAX (A/C, No): E-MAIL ADDRESS: derekrowe@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters Ins Co	13037
INSURER B : Cincinnati Indemnity Company	23280
INSURER C : American Interstate Insurance Company	31895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CTC Disaster Response
4011 SW 29th St. PMB #130
Topeka, KS 66614

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: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		CSU 0229745	2/14/2025	2/14/2026	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
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		ENP 0677479	2/14/2025	2/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ENP 0677479	2/14/2025	2/14/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCKS3348522025	2/12/2025	2/12/2026	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
A	Excess Liability -GL			CSU 0229747	2/14/2025	2/14/2026	Limit	5,000,000
B	L/R Equipment			ENP 0677479	2/14/2025	2/14/2026	Limit	420,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP-LC0225 Debris Removal & Disposal Services

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11/22/25

Company/Vendor Name: CTC DISASTER RESPONSE, INC.

Printed Name and Title: GREG GAINES, PRESIDENT

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CTC DISASTER RESPONSE, INC.
(Full, correct legal name)

- Address: 4011 SW 29th ST. #130
  TOPEKA, KS 66614
- Telephone/Fax: 785-478-9805 / 785-478-4195
- Email address: ggathers@ctcdisaster.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? TOPEKA, KS

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ NoX

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____ NoX

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: GREG GATHERS
Address: SAME AS ABOVE
Telephone: "
Fax: "
Email: "

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (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.
CUSTOM TREE CARE, INC.

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, GREG GATHERS, the undersigned representative of

CTC DISASTER RESPONSE, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

GREG GATHERS, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11/22/25

DATE:

SENATE BILL 13 VERIFICATION

I, GREG GATHERS, the undersigned representative of

CTC DISASTER RESPONSE, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

GREG GATHERS, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11/22/25

DATE:

SENATE BILL 19 VERIFICATION

I, GREG GATHERS, the undersigned representative of

CTC DISASTER RESPONSE, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

GREG GATHERS, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11/22/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ KANSAS

COUNTY OF ~~HIDALGO~~ SHAWNEE

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

(1) He is President of CTC DISASTER RESPONSE, INC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title PRESIDENT

Subscribed and sworn to me this 22nd day of NOVEMBER 2025.

By:

Notary Public NOTARY PUBLIC State of Kansas
Maura M. Gathers
My Appt. Exp. 12-18-25

CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

Conflict of Interest Questionnaire

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.**

NONE

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 _____ 10/13/25
Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

PLEASE NOTE: If you do not have any Conflict of Interest(s) to report, please write "N/A" in Box 1 and complete Box 7 with signature and date.

[DRC EMERGENCY SERVICES, LLC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

DRC Emergency Services, LLC Response

CONTACT INFORMATION

Company:
DRC Emergency Services, LLC

Email:
lgarcia@drcusa.com

Contact:
Lisa Walsh

Address:
111 Veterans Boulevard
Suite 1420
Metairie, LA 70005

Phone:
(504) 482-2848

Website:
www.drcusa.com

Submission Date:
Nov 24, 2025 3:39 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Edinburg_(City_of),_TX_-_Proposal_Final.pdf

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

Edinburg,_TX_-_Proprietary_Information.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

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

2_LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non-Collusion_Affidavit.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_Form.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

DRC EMERGENCY SERVICES
Striking Back.

Proposal By

DRC Emergency Services, LLC
111 Veterans Memorial Blvd., Suite 1420
Metairie, LA 70005

ORIGINAL PROPOSAL

City of Edinburg
RFP No. RFP 2026-003

Disaster Debris Removal & Recovery Services

November 25th, 2025 at 3:00 PM Central



Clif Kennedy
Regional Manager
ckennedy@drcusa.com
c: (713) 715-8772
f: (504) 482-2852

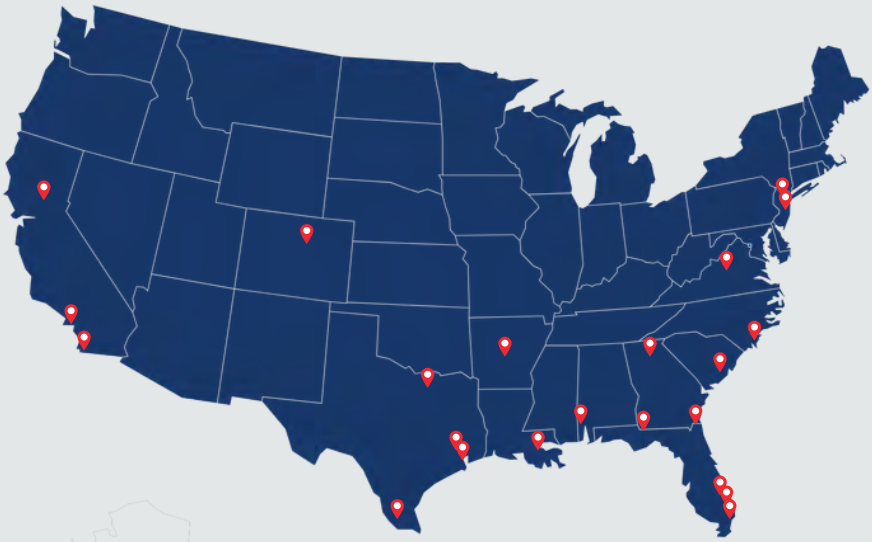


Kristy Fuentes
Vice President of
Compliance
and Administration
Kfuentes@drcusa.com

City of Edinburg, Texas

City Hall Community Room
415 W. University Drive
Edinburg, TX 78539

DRC EMERGENCY SERVICES
Striking Back.



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

OFFICE ADDRESS
6702 Broadway Street •
Galveston, TX 77554

DRC CONTACTS

CLIF KENNEDY
Regional Manager
Email: ckennedy@drcusa.com
Cell: 713.715.8772





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Office: 504.482.2848
Cell: 504.220.7682



JOE NEWMAN
Vice President of Operations
Email: jnewman@drcusa.com
Cell: 214.930.9300



JOHN SULLIVAN
President
Email: jsullivan@drcusa.com
Office: 504.482.2848
Cell: 832.731.8234



LISA GARCIA WALSH
Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052

TABLE OF CONTENTS

Texas Secretary of State License 1
Proposal Letter 2
Signing Authority 4
Project Proposal 6
Section 6: Contractor Compensation 10

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
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, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

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 April 01, 2019.

David Whitley
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/

Phone: (512) 463-5555
Prepared by: SOS-WEB

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 878846700003

November 11th, 2025

City Hall Community Room
415 W. University Drive
Edinburg, TX 78539

Re: Disaster Debris Removal and Recovery Services
RFP 2026-003

Dear Ms. Cardenas,

DRC is pleased to present our proposal to provide disaster debris removal and recovery services to the City of Edinburg: We are confident that if awarded this contract, DRC will exceed the city's expectations.

Local Knowledge and Experience

DRC is a Texas-based company located in Galveston, Texas. Owner John Sullivan, along with his brothers and business partners, William and Todd, was born and raised in Texas. The Sullivans are deeply rooted in the State of Texas. As lifelong residents, the Sullivans have an in-depth understanding of the needs of Texas along with the statewide rules and regulations under which it operates. DRC strongly believes the use of local knowledge and resources is vitally important to a successful disaster recovery operation. As such, the Sullivan brothers provide invaluable generational knowledge in the face of any event which may affect the State of Texas.

DRC's Texas-based management team also includes Joe Newman, Vice President of Operations; Mark Bush, Operations Manager; Clif Kennedy, Regional Manager; Valerie Blanton, Emergency Management Liaison; Mike White, Southeast Texas Area Manager; and Harry Hayes, Senior Advisor for Government and Client Relations. DRC understands the challenges and threats posed by natural disasters in Texas. For us, any disaster here is not just a job, it's personal.

DRC's past work in Texas goes back to our founding in 2001. Recent projects include the following:

Texas Hill Country Floods

DRC is currently working in 16 Texas cities and counties for the Texas Division of Emergency Management following the July 2025 Texas Hill Country floods.

Hurricane Beryl

DRC was activated on 22 contracts for disaster debris removal and logistics following Hurricane Beryl. We removed more than 2,000,000 cubic yards of debris from Texas communities, including 417,661 cubic yards for Harris County and 953,699 cubic yards for the City of Houston.

Houston Waterway Debris Removal

DRC has performed waterway debris removal and dredging for the City of Houston for many years. Our West Fork San Jacinto River and Lake Houston Debris Removal Project in 2024 resulted in the removal of 840,926 cubic yards of silt from Houston waterways.

DRC is proud to serve many cities and counties across Southeast Texas. We are committed to providing the best-in-class service to each of our clients and are proud to be active participants in the Sabine Neches Chiefs Association, which supports emergency managers and first responders across the region. DRC also supports ICS and Debris Management Training region-wide. Our strong presence in Southeast Texas means that in the event of a disaster, DRC will have the largest presence which will translate to an abundance of personnel and assets in the region to help Port Arthur respond and recover.

Your Local Contacts

Clif Kennedy, Regional Manager

e: ckennedy@drcusa.com | c: (713) 715-8772 | f: (504) 482-2852

Mike White, Assistant Regional Manager

e: mwhite@drcusa.com | c: (409) 617-2890 | f: (504) 482-2852

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Edinburg in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the "Members").

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

Name	Office/Capacity
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

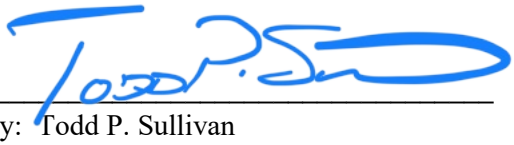
counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC



By: John R. Sullivan
Its: Member



By: Todd P. Sullivan
Its: Member



By: William W. Sullivan
Its: Member

EXECUTIVE SUMMARY & UNDERSTANDING OF CITY NEEDS

The City of Edinburg, Texas, located in the Rio Grande Valley, faces recurring threats from hurricanes, tropical storms, flooding, severe wind events, and other natural disasters. As a rapidly growing urban center with residential, commercial, industrial, and critical public infrastructure, the City requires a debris management contractor with substantial experience, proven readiness, and the operational depth to respond immediately and effectively when disaster strikes.

DRC Emergency Services, LLC, is one of the nation's leading disaster debris removal and recovery contractors and offers more than two decades of experience working with federal, state, and local governments across the country. Having successfully executed large-scale debris removal operations after major hurricanes—including Beryl, Francine, Helene, Milton, Ida, Harvey, Maria, Irma, Michael, and others—DRC fully understands the complexities of post-disaster environments in communities similar to Edinburg.

DRC recognizes Edinburg's critical need for:

- Rapid deployment of crews, equipment, and management staff
  Efficient debris clearance and disposal to restore community function
- FEMA-compliant documentation to secure maximum reimbursement
- Clear, proactive communication with municipal leadership and residents
- Environmentally responsible debris management practices

With more than 1,000 personnel available through the Sullivan Brothers family of companies and a bonding capacity exceeding $1 billion, DRC is uniquely positioned to deliver uninterrupted, large-scale disaster response services for the City of Edinburg.

DEBRIS MANAGEMENT SERVICES

DRC's debris management operations are grounded in safety, efficiency, environmental stewardship, and FEMA-compliant procedures. DRC's Technical Approach outlines a proven framework for handling all debris types safely, effectively, and with minimal liability to the City.

Debris Management Capabilities

DRC can provide the City with comprehensive debris removal, hauling, reduction, and disposal services for:

- Vegetative debris
- Hazardous limbs, hangers, and hazardous trees
- Construction & demolition debris
- White goods and e-waste
- Hazardous household waste
- Sand, silt, and sediment
- Waterway, canal, and storm system debris
- Abandoned vehicles and vessels
- Demolition debris from unsafe structures
- Private property debris removal when authorized

DRC maintains one of the most extensive equipment fleets in the industry, with more than 4,000 pieces of equipment available nationwide, including self-loaders, end dumps, loaders, excavators, grinders, cranes, and specialty equipment such as drones and helicopters for inaccessible areas. This ensures rapid response capability for the City regardless of disaster scale.

Debris Reduction & Disposal

DRC prioritizes environmentally sound, cost-effective disposal practices. When feasible, vegetative debris will be reduced through air curtain incineration or grinding for beneficial reuse. Construction and demolition debris will be sorted, separated,

and disposed of at permitted facilities. DRC will coordinate disposal options aligned with Edinburg's preferences and available sites identified by the City.

MOBILIZATION, RESPONSE & OPERATIONAL CAPABILITIES

Rapid Mobilization

DRC's operational structure ensures immediate response capability. Standard response timelines include:

- ***Within 24 hours of NTP:*** Project Manager and support staff on-site; staging and certification underway
- ***Within 48 hours:*** Majority of required equipment and personnel mobilized; push operations underway
- ***Within 72–96 hours:*** Full operational mobilization and load-and-haul operations in progress

Emergency Push Operations

DRC will work with Edinburg officials to identify and maintain priority push routes, including access to hospitals, police and fire facilities, emergency shelters, and major transportation corridors.

Load and Haul Operations

DRC's debris removal crews typically include:

- Three to five haul trucks (30–150 CY)
- One front-end loader
- Foreman and laborers
- Traffic control teams as required

All crews operate under strict safety standards and will follow pre-approved haul routes provided by the City.

Right-of-Entry (ROE) and Private Property Programs

Where authorized and FEMA-eligible, DRC can implement and manage a City-directed ROE program for debris removal and demolition on private properties that pose a threat to public health and safety.

Certification & Monitoring

DRC coordinates closely with third-party monitoring firms to ensure:

- Truck certification
- Load ticketing
- Documentation integrity
- FEMA compliance

PROJECT MANAGEMENT, TECHNOLOGY & COMMUNICATION

Project Management Approach

Each project is led by a dedicated Project Manager supported by Regional Managers, Operations Managers, and field supervisors. DRC's leadership team has more than 500 cumulative years of disaster recovery experience. For the City of Edinburg, DRC will assign experienced personnel trained in FEMA Public Assistance, safety management, and NIMS compliance.

Technology Integration

DRC employs state-of-the-art systems to ensure accuracy, efficiency, and transparency in disaster recovery operations, including:

- DRC Project Manager's Toolbox (real-time reporting and documentation)

- GPS-based truck tracking
- UAV drone surveys for inaccessible or heavily impacted areas
- Mapline grid mapping for zone creation and route optimization
- Cloud-based data storage for uninterrupted operations

Spill / Leak Control

Spill / Leak Control for product release shall not exceed beyond primary containment and confinement measures, or beyond the capabilities of the on-site personnel that may be involved with mitigation. The use of remote shut-off valves may be utilized to control the release of a hazardous waste or material, if said can be done with total regard for safety and minimal contact with product. Decontamination of personnel, equipment, and chemical protective clothing must be completed after spill / leak control measures have been completed in accordance with 29 CFR 1910.120.

Fire Control

On-site Fire Control shall be accomplished with specific emphasis on safety of personnel in the area where the emergency event has occurred. Fire Control shall not exceed the capabilities of the personnel that may be involved with mitigation of the emergency situation. Initial use of fire extinguishers, remote shut-off valves and utilization of monitor nozzles from a safe

distance and position when absolutely necessary shall be the basis for this type of operation. Outside agencies should be notified in the event that the situation exceeds the capabilities of on-site personnel.

Communication

Effective communication is central to DRC's operation. DRC will:

- Provide situation reports and productivity updates
- Collaborate with the City to deliver public messaging, including flyers, social media content, and PSAs
- Coordinate daily briefings with City leadership
- Maintain 24/7 availability throughout the activation period

EXPERIENCE

DRC brings an unmatched portfolio of national disaster response experience, including the removal of more than 203 million cubic yards of debris across more than 800 projects. Relevant major projects include:

- 2024 Hurricanes Beryl, Francine, Helene & Milton — 18M+ CY removed, 147 DMS sites operated
- 2021 Hurricane Ida — 18M CY removed across all FEMA-declared parishes
- 2022 Hurricane Ian — 5M CY removed; 100% vegetative debris recycled in Sarasota County
- 2017 Hurricane Harvey — 4.29M CY removed; 16 DMS sites managed
- 2016 Louisiana Floods — 2.1M CY removed; largest DMS site on record

A more detailed list of our relevant project experience will be provided upon request.

Personnel Qualifications

Key personnel assigned to Edinburg will come from DRC's highly experienced leadership team, including:

Kristy Fuentes — Vice President of Compliance & Administration, 20 years' experience

Joe Newman — Vice President of Operations, 20+ years' experience

Clif Kennedy & Mike White — Texas Regional Managers with extensive hurricane and flooding response experience

REFERENCES

Contracting Agency	Contract Total	Cubic Yards	Point of Contact	Phone & Email
Houston (City of), TX Hurricane Beryll – DR-4798 (7/9/24 – 11/13/24)	$15,651,850.94	953,699.00	Mark Wilfalk, *Houston Solid Waste Management Director* 1245 Judiway St. Houston, TX 77018	(346) 339-2249 mark.wilfak@houstontx.gov
Austin (City of), TX Winter Storm Mara (2/6/23 – 4/15/23)	$8,461,203.87	655,423.55	Amy Slagle, *Division Manager Austin Resource Recovery* P.O. Box 1088 Austin, TX 78767	(512) 974-4302 amy.slagle@austintexas.gov
Houston (City of), TX Mechanical Sand and Waterway Debris Removal (12/11/20 – 4/23/22)	$15,792,662.59	573,587.80	Stephen Costello, *Chief Recovery Officer* Houston City Hall, 901 Bagby St., Mezzanine Houston, TX 77002	(832) 393-0811 Stephen.costello@houstontx.gov

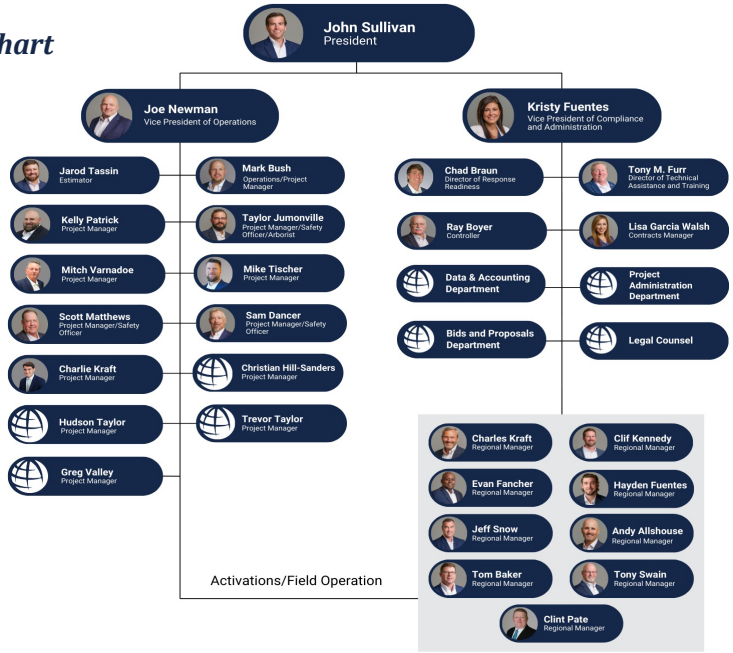
VALUE, RESPONSIVENESS & COMMITMENT TO THE CITY

DRC is committed to delivering superior, cost-effective disaster debris management services that reduce City liability, accelerate recovery timelines, and ensure maximum FEMA reimbursement. DRC offers the City of Edinburg:

- Proven ability to manage multiple major activations simultaneously
- Uninterrupted staffing, equipment availability, and operational continuity
- FEMA-compliant documentation and regulatory adherence
- Local subcontractor engagement to enhance economic recovery
- 24/7 availability before, during, and after events

DRC Emergency Services, LLC stands ready to serve as the City of Edinburg's trusted disaster recovery partner. With deep experience, financial strength, and industry-leading technology, DRC will ensure that Edinburg's recovery is fast, safe, efficient, and fully compliant with all federal and state requirements.

DRC Organizational Chart



SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	
OPERATIONS SUPERVISOR	$90.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	$75.00
PROJECT COORDINATOR	$85.00
FIELD HAZ MATERIAL MANAGER	$95.00
HM CONTAIN AREA MANAGER	$115.00
FIELD PROJECT SUPERVISOR	$85.00
HM AREA SUPERVISOR	$85.00
FIELD PROJECT FOREMAN	$85.00
HM CONTAINMENT AREA FOREMAN	$95.00
FIELD HM TECHNICIAN	$85.00
HM CONTAIN AREA TECHNICIAN	$85.00
HEALTH & SAFETY SPECIALIST	$95.00
PROJECT ENGINEER	$150.00
PROJECT GEOLOGIST	$165.00
CHEMIST	$210.00

REGULATORY MANAGER	$95.00
EQUIPMENT OPREATOR	$95.00
ASBESTOS ABATEMENT SUPREVISOR	$95.00
ASBESTOS ABATEMENT WORKER	$85.00
ASBESTOS INSPECTOR	$95.00
TRUCK DRIVER	$75.00
ADMINISTRATIVE ASSISTANT	$40.00
CLERICAL	$40.00
LABORER WITH CHAIN SAW	$60.00
LABORER WITH SMALL TOOLS	$50.00
TRAFFIC CONTROL FLAG PERSON	$55.00
TREE CLIMBER/CHAINSAW AND GEAR	$95.00
BONDED AND CERTIFIED SECURITY PERSONNEL	$75.00
Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK	$55.00
PICKUP TRUCK EXTENDED CAB	$65.00
PICKUP TRUCK 4 X 4	$65.00
PICKUP TRUCK 1 TON	$75.00
BOX TRUCK	$65.00
PASSENGER CAR	$45.00

20’ RESPONSE TRAILER	$80.00
36’ RESPONSE TRAILER	$100.00
OFFICE TRAILER	$80.00
FLATBED TRAILER	$75.00
VEHICLE USE – PICKUPS, VANS, CARS	$55.00
VEHICLE USE – TRAILER, HEAVY TRUCKS	$85.00
12’ WORKBOAT W/MOTOR	$125.00
12’ WORKBOAT W/O MOTOR	$100.00
VACUUM TRUCK 3500 GALLON	$150.00

Description	**Cost**	**Unit**
30-60 TON CRANE	$250.00	HOUR
61-90 TON CRANE	$350.00	HOUR
100 – TON CRANE	$450.00	HOUR
50’ BUCKET TRUCK	$245.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	$250.00	HOUR
BACKHOE LOADER	$175.00	HOUR
BROOM TRCTOR	$150.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	$160.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	$165.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	$185.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	$225.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	$245.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	$85.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	$90.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	$95.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	$110.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	$120.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	$90.00	HOUR
GRADER WITH 12' BLADE	$120.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	$225.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	$245.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	$275.00	HOUR
PICKUP TRUCK	$40.00	HOUR
FLATBED TRUCK	$50.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	$140.00	HOUR
WATER TRUCK	$150.00	HOUR
SERVICE TRUCK	$100.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	$195.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	$215.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	$230.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	$200.00	HOUR
SKID STEER LOADER	$145.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	$100.00	HOUR
SOIL COMPACTOR, 81 + HP	$120.00	HOUR
TEMPORARY OFFICE TRAILER	$80.00	HOUR
TUB GRINDER, 800 – 1,000 HP	$450.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	$120.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	$230.00	

Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	$1,200.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	$135.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	$260.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	$115.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	$250.00	DAY
AIR FILTRATION PANAL	$75.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	$350.00	DAY
RESPIRATOR AIRLINE 50’ SECTION	$330.00	EACH

RESIRATOR CARTRIDGES	$90.00	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	$470.00	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	$160.00	EACH
TYVEK	$325.00	EACH
PROSHIELD	$180.00	EACH
SARANEX	$225.00	EACH
ACID SUIT	$225.00	EACH
RAIN SUIT	$75.00	EACH
NEOPRENE GLOVES	$40.00	PAIR
NITRILE GLOVES	$3.50	PAIR
SILVERSHIELD GLOVES	$225.00	PAIR
PVC GLOVES	$25.00	PAIR
COTTON OR LATEX GLOVES	$2.50	PAIR
LEATHER WORK GLOVES	$45.00	PAIR
PVC BOOTS (HAZMAX)	$230.00	PAIR
BOOT COVERS	$3.50	PAIR
HEARING PROTECTION	$1.00	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	$3,500.00	DAY
PORTABLE EYEWASH STATION	$40.00	DAY
FIRST AID STATION	$350.0	DAY
PERSONNEL RETRIEVAL SYSTEM	$3,500.00	DAY
PERSONNEL RETRIEVAL HARNESS	$85.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	$90.00	DAY
TOXIC GAS DETECTOR	$175.00	DAY
PHOTOIONIZATION DETECTOR	$175.00	DAY
HAZCAT KIT	$300.00	DAY
DETECTOR TUBES	$500.00	TEN
HAZMAT PACK	$185.00	GALLON
PH PAPER	$70.00	PACK
SPILL CLASSIFIER	$25.00	STRIP
PERSONNEL AIR SAMPLING PUMP	$125.00	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	$175.00	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	$1,800.00	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	$2,000.00	DAY
TRACKHOE 490 OR EQUIVALENT	$1,800.00	DAY
(80.00/HOUR AFTER 8 HOURS)	$2,580.00	DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	$1,500.00	DAY

12 TON LOWBOY (125.00 /HOUR AFTER 8 HRS)	$1,250.00	DAY
50 TON LOWBOY (150.00 /HOUR AFTER 8 HRS)	$1,500.00	DAY
SKID STEER (BOBCAT) (135.00 /HOUR AFTER 8HRS)	1,350.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	$75.00	DAY
1″ DIAPHRAGM PUMP	$85.00	DAY
2″ DIAPHRAGM PUMP	$95.00	DAY
2″ DIAPHRAGM PUMP SS	$110.00	DAY
3″ DIAPHRAGM PUMP	$130.00	DAY
1″ SUCTION OR DISCHARGE HOSE	$35.00	DAY
2″ SUCTION OR DISCHARGE HOSE	$40.00	DAY
3″ SUCTION OR DISCHARGE HOSE	$50.00	DAY
4″ Trash Pump	$470.00	DAY
6″ Trash Pump	$705.00	DAY
8″ Trash Pump	$940.00	DAY
10″ Trash Pump	$1,475.00	DAY
12″ Trash Pump	$1,510.00	DAY
14″ Trash Pump	$2,875.00	DAY
16″ Trash Pump	$3,530.00	DAY
18″ Trash Pump	$4,975.00	DAY

4″ SUCTION OR DISCHARGE HOSE	$40.00	DAY
6″ SUCTION OR DISCHARGE HOSE	$45.00	DAY
8″ SUCTION OR DISCHARGE HOSE	$55.00	DAY
10″ SUCTION OR DISCHARGE HOSE	$75.00	DAY
12″ SUCTION OR DISCHARGE HOSE	$100.00	DAY
14″ SUCTION OR DISCHARGE HOSE	$125.00	DAY
16″ SUCTION OR DISCHARGE HOSE	$175.00	DAY
18″ SUCTION OR DISCHARGE HOSE	$225.00	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	$65.00	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	$100.00	DAY
SMALL COMPRESSOR	$50.00	DAY
185 CFM COMPRESSOR	$460.00	DAY
AIRHOSE SECTION	$80.00	DAY
Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	$45.00	DAY
4000-5000 WATT GENERATOR	$95.00	DAY
ELECTRICAL CORD SECTION (50’)	$15.00	DAY
SPIKE BAR	$80.00	DAY
AIRLESS SPRAYER	$85.00	DAY
PRESSURE WASHER	$120.00	DAY

WATER HOSE SECTION (GARDEN)	$50.00	DAY
CUTTING TORCH	$450.00	EACH
WIRE WELDER	$500.00	DAY
AIR BLOWER	$125.00	DAY
HEPA VAC	$150.00	DAY
BARREL CART	$150.00	DAY
WHEELBARROW	$150.00	DAY
OIL DRY SPREADER	$95.00	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	$350.00	DAY
DRILL WITH BITS	$125.00	DAY
GROUNDING CABLE AND ROD	$95.00	DAY
CIRCULAR SAW	$125.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	$150.00	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	$150.00	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	$150.0	DAY
STEP LADDERS	$350.00	DAY
EXTENSION LADDERS	$400.00	DAY
PHOTOGRAPHIC EQUIPMENT	$350.00	DAY
PORTA JOHN	$190.00	DAY
FLASHLIGHTS	$35.00	EACH
HANDHELD RADIOS	$75.00	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	$600.00	
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	$350.00	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	$550.00	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	$200.00	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	$595.00	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	$795.00	EACH
ABSORBENT CLAY BAG	$60.00	EACH
OIL DRY	$40.00	EACH
PEAT MOSS	$65.00	EACH
VERMICULITE	$100.00	EACH
SODA ASH BAG	$60.00	EACH
4 MIL 20 X 100 POLYETHYLENE	$225.00	EACH
6 MIL 20 X 100 POLYETHYLENE	$325.00	ROLL
6 MIL BAGS	$8.50	EACH
DUCT TAPE	$35.00	ROLL
55- GALLON DRUMS	$275.00	EACH
55- GALLON DRUMS LINER 10 MIL	$200.00	EACH
FIBER DRUMS	$180.00	EACH

30- GALLON OVERPACK	$600.00	EACH
95 GALLON POLY OVERPACK	$1,400.00	EACH
DOT HAZARDOUS WASTE LABELS	$12.00	EACH
FIRE EXTINGUISHER	$250.00	EACH
CAUTION/HAZARD TAPE	$150.00	EACH
RESPIRATOR WIPES	$15.00	EACH
KAPPLER TAPE	$100.00	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add $0.78 per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add $1.48 per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	75,000	$8.48	$636,000.00	$83.60
	16 to 30.99 miles	120,000	$8.68	$1,041,600.00	$85.10
	31 to 60.99 miles	50,000	$8.98	$449,000.00	$87.35
	Greater than 61 miles	5,000	$9.48	$47,400.00	$91.10
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	25,000	$8.48	$212,000.00	$58.16
	16 to 30.99 miles	35,000	$8.98	$314,300.00	$60.41
	31 to 60.99 miles	15,000	$10.24	$153,600.00	$66.08
	Greater than 61 miles	1,000	$12.98	$12,980.00	$78.41

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$38.98	$19,490.00	$195.41
	16 to 30.99 miles	500	$39.48	$19,740.00	$197.66
	31 to 60.99 miles	200	$40.74	$8,148.00	$203.33
	Greater than 61 miles	100	$43.44	$4,344.00	$215.48
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$48.98	$24,490.00	$240.41
	16 to 30.99 miles	500	$49.48	$24,740.00	$242.66
	31 to 60.99 miles	200	$50.74	$10,148.00	$248.33
	Greater than 61 miles	100	$53.44	$5,344.00	$260.48

5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	200,000	$1.68	$336,000.00	$12.60
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	175,000	$4.45	$778,750.00	$33.38
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	25,000	$3.66	$91,500.00	$27.45

Type text here

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	$4.42	$44,200.00	$37.68
	16 to 30.99 miles	15,000	$4.92	$73,800.00	$39.68
	31 to 60.99 miles	25,000	$5.92	$148,000.00	$43.68
	Greater than 61 miles	20,000	$6.48	$129,600.00	$45.92
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	$125.00	$187,500.00	
	13-inch to 24.99-inch diameter	1,000	$195.00	$195,000.00	
	25-inch to 36.99-inch diameter	750	$250.00	$187,500.00	
	37-inch to 48.99-inch diameter	300	$350.00	$105,000.00	
	49-inch and larger diameter	100	$500.00	$50,000.00	
	Hanger Removal (per Tree)	3,000	$92.50	$277,500.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	$150.00	$75,000.00
	37-inch to 48.99-inch diameter	250	$250.00	$62,500.00
	49-inch and larger diameter	50	$350.00	$17,500.00
11	**ROW White Goods Debris Removal** Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	$75.00	$18,750.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	$50.00	$25,000.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**	
		250	$25.00	$6,250.00	
13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**	
		10,000	$14.98	$149,800.00	
14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**	
	Passenger Car	50	$250.00	$12,500.00	
	Single Axle	25	$250.00	$6,250.00	
	Double Axle	25	$250.00	$6,250.00	

15	**Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Vessels less than 20 linear feet	75	$650.00	$48,750.00
	Vessels 21 linear feet and greater	50	$1,250.00	$62,500.00
16	**Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
		50	$2.00	$100.00
Total		**$** 6,078,824.00		

Note: The unit of measure for DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT is EACH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME: Turner Murphy
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS: turner.murphy@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : United States Fire Insurance Company	21113
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Argonaut Insurance Company	19801
INSURER E : Vantage Risk Specialty Insurance Company	16275
INSURER F : Gotham Insurance Company	25569

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES **CERTIFICATE NUMBER:** C2SFEVAQ **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	MWZY31921225	04/30/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 200,000 10,000 5,000,000 5,000,000 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	1387802214	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
F	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	EX202500006247	04/30/2025	03/31/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0001307608 WC929208471754	03/31/2025	03/31/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Contractors Pollution & Errors & Omissions			P03CP0000055601	03/31/2025	03/31/2026	Contractor's Pollution Errors & Omissions Policy Aggregate	$ $ $	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP 2026-003 DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects General Liability, Automobile Liability, Workers' Compensation and Excess Liability. All as required by written contract subject to policy, terms, conditions, and exclusions. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

City of Edinburg
415 West University Dr.
Edinburg, TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE R Michael Broadlove, JR

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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:

11/21/25

Company/Vendor Name:

DRC Emergency Services, LLC

Printed Name and Title:

Kristy Fuentes - Vice President, Treasurer, Secretary

Authorized Signatory

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: DRC Emergency Services, LLC
(Full, correct legal name)

- Address: 6702 Broadway Street
  Galveston, TX 77554

- Telephone/Fax: (888) 721-4372 / (504) 482-2852
- Email address: kfuentes@drcusa.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? Galveston, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes✓ No____

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. DRC Emergency Services was temporarily suspended by the U.S Air Force from August 29-October 1, 2014 relating to a project in Joplin, Missouri. Following a detailed response by DRC's new Ownership and Management, the suspension was lifted without any fine or penalty. DRC maintains a robust corporate compliance, safety and ethics program and operates in good standing with all branches of Government.

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: Kristy Fuentes - Vice President, Treasurer, Secretary
   Address: 111 Veterans Memorial Blvd. Suite 1420 Metairie, LA 70005
   Telephone: (888) 721-4372
   Fax: (504) 482-2852
   Email: kfuentes@drcusa.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.

   N/A

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

N/A

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

N/A

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One (YES) NO

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

   Circle One YES (NO)

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

TERMINATED CONTRACTS

DRC's contract for debris services was terminated for convenience by Pasco County, FL following Hurricane Milton.

HOUSE BILL 89 VERIFICATION

I, Kristy Fuentes - Vice President, Treasurer, Secretary, the undersigned representative of

DRC Emergency Services, 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:

Kristy Fuentes - Vice President, Treasurer, Secretary

TYPE/PRINT NAME AND TITLE:

11/21/25

DATE:

SENATE BILL 13 VERIFICATION

I, Kristy Fuentes - Vice President, Treasurer, Secretary, the undersigned representative of

DRC Emergency Services, 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:

Kristy Fuentes - Vice President, Treasurer, Secretary

TYPE/PRINT NAME AND TITLE:

11/21/25

DATE:

(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:

Kristy Fuentes - Vice President, Treasurer, Secretary

TYPE/PRINT NAME AND TITLE:

11/21/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Kristy Fuentes - Vice President, Treasurer, Secretary, being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of DRC Emergency Services, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Kristy Fuentes - Vice President, Treasurer, Secretary

Subscribed and sworn to me this 21st day of November 2025.

By: Kristy Fuentes

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19553
My Commission is for life

Notary Public

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Kristy Fuentes - Vice President, Treasurer, Secretary

Name of signatory

Signature

11/21/25

Date

[LOOKS GREAT SERVICES OF MS, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

Looks Great Services of MS, Inc. Response

CONTACT INFORMATION

Company:
Looks Great Services of MS, Inc.

Email:
bids@looksgreatservices.com

Contact:
Kristian Agoglia

Address:
1501 Highway 13 North
Columbia, MS 39429

Phone:
N/A

Website:
www.looksgreatservices.com

Submission Date:
Nov 25, 2025 10:36 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Disaster_Debris_Removal_and_Recovery_Services.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.

LGS_COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page 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



Disaster Debris Removal and Recovery Services

Issued by:
City of Edinburg

Date:
11/25/2025

Solicitation No. RFP #2026003

Offeror's name, address, telephone, and facsimile numbers:
Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429
Telephone: 601-736-0037
Fax: 601-736-1924
www.looksgreatservices.com

Extent of Agreement with Terms:
By fact of signature contained herein, Looks Great Services of Mississippi, Inc. agrees to the extent of the agreement with all terms, conditions and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item. The proposal is in all respects fair and in good faith without collusion or fraud.

Authorized signatures:

Contractor's DUNS Number: 05-769-6240

WBENC WOSB Number: WOSB210490

This proposal includes data that shall not be disclosed outside the City and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on every page of this proposal; and use or disclosure of data contained on this sheet is subject to the restrictions on this, the title page of this proposal.

Persons authorized to negotiate on the offeror's behalf:

Yolanda Agoglia
President
Looks Great Services of MS, inc.

Kristian Agoglia
Vice President
Looks Great Services of MS, inc.

Persons authorized as point of contact:

Sean Hunt
Executive Vice President
Looks Great Services of MS, inc.
Tel: 901-910-8560
Fax: 601-736-1924
seanhunt@looksgreatservices.com

Adam Ham
Regional Sales Director
Looks Great Services of MS, inc.
Tel: 601-303-2227
Fax: 601-736-1924
adamham@looksgreatservices.com



Table of Contents

Table of Contents 1

Tab 1 – Cover Letter / Introduction 2

Letter of Transmittal 3

Executive Summary 4

Company Contacts 5

Tab 2 – Qualifications and Experience 6

Company Overview 7

Letter of Bonding 8

WBENC WOSB Certification 9

Financial Capability 10

Summary of Litigations & Legal Statements 12

Resumes 13

Organizational Chart 16

Large-Scale Past Performance 17

Previous Disaster Work and Experience 18

References 20

Tab 3 – Project Understanding and Methodology 21

Project Understanding & Scenarios 22

Technical Approach 23

FEMA Public Assistance Program (Reimbursement Process) 25

Debris Management Process Plans and Procedures 27

Tab 4 – Fee Proposal 30

Tab 1 – Cover Letter / Introduction

Letter of Transmittal

November 24, 2025

RE: Disaster Debris Removal and Recovery Services

Dear City of Edinburg:

Enclosed you will find the proposal for Looks Great Services of MS, Inc. (LGS). This response provides a concise, but detailed look at LGS and its debris operation experience and performance.

The scope of work will vary and LGS will continue to work with the City to ensure that all items in the scope of work are handled in the most efficient way as to reduce the impact to the City's residents. LGS will make it a top priority to continue to complete the work in a timely manner and in accordance with all local, state, and federal regulations. LGS remains committed to providing all necessary resources needed to perform the scope of work as per the specifications. LGS is also committed to maintaining any applicable licenses or certifications necessary. This proposal is in all respects fair and in good faith without collusion or fraud.

LGS has a solid background and by submission of this proposal confirms that it has not performed substandard work. LGS has 20 years of experience in helping places like the City of Edinburg recover from disasters. Having managed more than 200 contracts across the Eastern United States and Puerto Rico, LGS is adept in assembling successful recovery teams. In addition to LGS' management team, an extensive cadre of local and national subcontractors, who are prequalified with LGS, are available to respond to the needs of the City.

LGS understands the importance of having a knowledgeable team that is familiar with FEMA regulations and is adaptable to all requirements specified by the City. LGS will appoint dedicated team members to work with the City to provide technical assistance, operational methodology, and quality control. In addition, LGS management will oversee the DBE/MBE subcontractor utilization, local landfill coordination, and that environmental concerns and safety compliance remain a top priority.

LGS meets or exceeds licensing and insurance requirements needed for these types of projects. Specifically, LGS has an aggregate of 100 million dollars in liability coverage and a 2-million-dollar environmental pollution policy. For convenience, a certificate of insurance has been included in this proposal.

Looks Great Services takes great pride in the services it provides and looks forward to getting the opportunity to continue working with the City of Edinburg and provide the same outstanding services.

Sincerely,



Kristian Agoglia
Vice President
Looks Great Services of MS, Inc.

Executive Summary

The occurrence of storm disasters in the United States has increased sharply in recent years. With the prediction of larger and more destructive storms in the near future, Looks Great Services of MS, Inc. has developed quick response teams and a fleet of more than 350 pieces of specialized debris management equipment. Because of our experience in providing equipment and leadership in such emergencies, we are now a part of aiding agencies in the pre-disaster planning process.

In 1999 Looks Great Services, Inc. was founded in New York. The company has recruited, developed, and trained a team of individuals able to respond to client needs in a professional and courteous manner. In spring 2005, Looks Great Services of Charlotte was launched in North Carolina. In addition to the same services offered in New York, Charlotte added the manufacturing of vegetation products, such as mulch and topsoil, and moved into the land clearing/development industry. In spring 2010, Looks Great Services of MS was established opening operations in Columbia, MS and has the designation as a woman-owned small business. The increased demand for companies that provide utility line clearing as well as right-of-way clearing and maintenance in the mid-south region has allowed the company to continue its steady expansion to over 250 full-time employees. In 2024, Looks Great Services opened an office location in Dallas, Texas to further expand field operations. With locations in the Northeast, Mid-Atlantic and the Mid-South regions and 25 years of vegetative management experience, we are strategically positioned to provide vegetation services across the East Coast and beyond.

In addition to the LGS equipment, we have pre-approved contractors which will provide immediate additional labor and equipment. We can quickly expand our services to over 1,000 pieces of equipment to meet the requirements necessary to handle any disaster.

From destructive insects to winter ice damage, LGS is prepared to respond to situations anywhere in the United States. Our storm damage relief team is available to townships, cities, counties, and states. In cooperation with other professional organizations, today, LGS is continually asked to provide leadership, equipment, and personnel to aid in vegetation management.

Services Provided by Looks Great Services

- Pre-Disaster Management and Planning
- FEMA Public Assistance Program Guidance
- 72 Hour Emergency Road Clearance
- Vegetative Debris Removal (ROW & ROE)
- C&D Debris Removal (ROW & ROE)
- TDMS Management & Operation
- Final Debris Disposal
- Hazardous Tree Removal (Leaners)
- Hazardous Tree Trimming (Hangers)
- Stump Removals
- Demolition
- Sand Screening & Beach Restoration
- Canal & Waterway Debris Removal
- Vehicle & Watercraft Removal
- White Goods Disposal
- Household Hazardous Waste (HHW)
- Aerial Video and Imagery Damage Survey (Drone)

Looks Great Services Principals/Authorized Representatives

Yolanda Agoglia, President
1501 Highway 13 North
Columbia, MS 39429

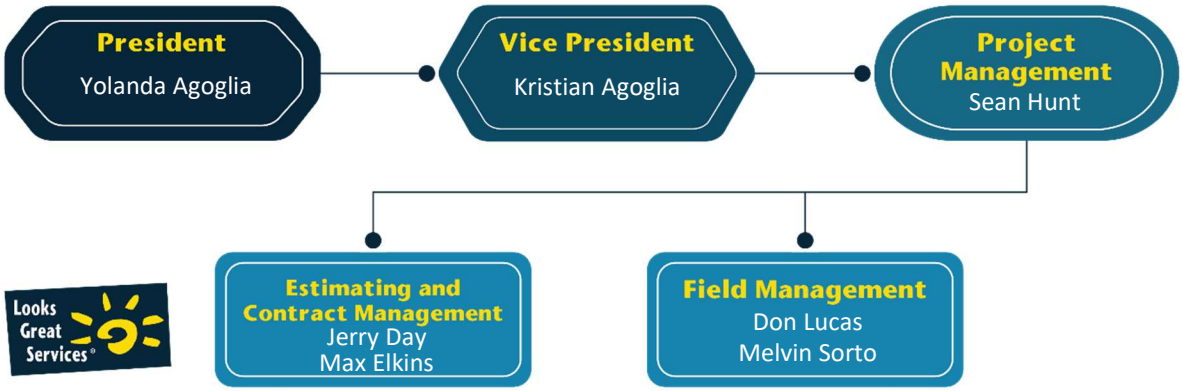
Kristian Agoglia, Vice President
1501 Highway 13 North
Columbia, MS 39429

Company Contacts

Company Information

Looks Great Services of MS, Inc.
Tel: 601-736-0037
Fax: 601-736-1924
bids@looksgreatservices.com

Key Personnel



Personnel Information

Operations Manager

Adam Ham
Regional Sales Manager
Tel: 601-303-2227
adamham@looksgreatservices.com

Project Manager

Sean Hunt
Executive VP of Emergency Response
Tel: 901-910-8560
seanhunt@looksgreatservices.com

Additional Personnel

Spencer Stovall
Project Manager
Tel: 601-441-0650
spencerstovall@looksgreatservices.com

Wesley Shoup
Project Manager
Tel: 985-244-0906
wesleyshoup@looksgreatservices.com

Max Elkins
Executive Director of Contracting
Tel: 601-408-9472
maxelkins@looksgreatservices.com

Tab 4 – Fee Proposal

SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	
OPERATIONS SUPERVISOR	$75.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	$75.00
PROJECT COORDINATOR	$85.00
FIELD HAZ MATERIAL MANAGER	$85.00
HM CONTAIN AREA MANAGER	$85.00
FIELD PROJECT SUPERVISOR	$75.00
HM AREA SUPERVISOR	$75.00
FIELD PROJECT FOREMAN	$75.00
HM CONTAINMENT AREA FOREMAN	$75.00
FIELD HM TECHNICIAN	$65.00
HM CONTAIN AREA TECHNICIAN	$65.00
HEALTH & SAFETY SPECIALIST	$55.00
PROJECT ENGINEER	$75.00
PROJECT GEOLOGIST	$50.00
CHEMIST	$80.00

REGULATORY MANAGER	$65.00
EQUIPMENT OPREATOR	$60.00
ASBESTOS ABATEMENT SUPREVISOR	$55.00
ASBESTOS ABATEMENT WORKER	$45.00
ASBESTOS INSPECTOR	$50.00
TRUCK DRIVER	$50.00
ADMINISTRATIVE ASSISTANT	$45.00
CLERICAL	$45.00
LABORER WITH CHAIN SAW	$55.00
LABORER WITH SMALL TOOLS	$43.00
TRAFFIC CONTROL FLAG PERSON	$43.00
TREE CLIMBER/CHAINSAW AND GEAR	$95.00
BONDED AND CERTIFIED SECURITY PERSONNEL	$85.00
Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK	$22.00
PICKUP TRUCK EXTENDED CAB	$22.00
PICKUP TRUCK 4 X 4	$25.00
PICKUP TRUCK 1 TON	$27.00
BOX TRUCK	$70.00
PASSENGER CAR	$20.00

20’ RESPONSE TRAILER	$30.00
36’ RESPONSE TRAILER	$35.00
OFFICE TRAILER	$50.00
FLATBED TRAILER	$25.00
VEHICLE USE – PICKUPS, VANS, CARS	$22.00
VEHICLE USE – TRAILER, HEAVY TRUCKS	$25.00
12’ WORKBOAT W/MOTOR	$45.00
12’ WORKBOAT W/O MOTOR	$40.00
VACUUM TRUCK 3500 GALLON	$100.00

Description	**Cost**	**Unit**
30-60 TON CRANE	$300.00	HOUR
61-90 TON CRANE	$495.00	HOUR
100 – TON CRANE	$700.00	HOUR
50’ BUCKET TRUCK	$190.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	$150.00	HOUR
BACKHOE LOADER	$125.00	HOUR
BROOM TRCTOR	$120.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	$150.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	$160.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	$170.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	$180.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	$30.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	$100.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	$110.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	$115.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	$165.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	$190.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	$100.00	HOUR
GRADER WITH 12' BLADE	$125.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	$130.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	$165.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	$265.00	HOUR
PICKUP TRUCK	$22.00	HOUR
FLATBED TRUCK	$22.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	$120.00	HOUR
WATER TRUCK	$85.00	HOUR
SERVICE TRUCK	$80.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	$150.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	$150.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	$150.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	$160.00	HOUR
SKID STEER LOADER	$130.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	$80.00	HOUR
SOIL COMPACTOR, 81 + HP	$90.00	HOUR
TEMPORARY OFFICE TRAILER	$50.00	HOUR
TUB GRINDER, 800 – 1,000 HP	$500.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	$50.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	$170.00	
Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	$780.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	$780.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	$650.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	$19.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	$104.00	DAY
AIR FILTRATION PANAL	$13.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	$130.00	DAY
RESPIRATOR AIRLINE 50’ SECTION	$50.00	EACH

RESIRATOR CARTRIDGES	$50.00	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	$50.00	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	$50.00	EACH
TYVEK	$100.00	EACH
PROSHIELD	$30.00	EACH
SARANEX	$40.00	EACH
ACID SUIT	$40.00	EACH
RAIN SUIT	$40.00	EACH
NEOPRENE GLOVES	$10.00	PAIR
NITRILE GLOVES	$10.00	PAIR
SILVERSHIELD GLOVES	$10.00	PAIR
PVC GLOVES	$10.00	PAIR
COTTON OR LATEX GLOVES	$10.00	PAIR
LEATHER WORK GLOVES	$10.00	PAIR
PVC BOOTS (HAZMAX)	$60.00	PAIR
BOOT COVERS	$10.00	PAIR
HEARING PROTECTION	$5.00	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	$60.00	DAY
PORTABLE EYEWASH STATION	$40.00	DAY
FIRST AID STATION	$40.00	DAY
PERSONNEL RETRIEVAL SYSTEM	$15.00	DAY
PERSONNEL RETRIEVAL HARNESS	$7.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	$100.00	DAY
TOXIC GAS DETECTOR	$100.00	DAY
PHOTOIONIZATION DETECTOR	$15.00	DAY
HAZCAT KIT	$50.00	DAY
DETECTOR TUBES	$90.00	TEN
HAZMAT PACK	$12.00	GALLON
PH PAPER	$30.00	PACK
SPILL CLASSIFIER	$15.00	STRIP
PERSONNEL AIR SAMPLING PUMP	$80.00	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	$55.00	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	$900.00	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	$950.00	DAY
TRACKHOE 490 OR EQUIVALENT	$2,500.00	DAY
(80.00/HOUR AFTER 8 HOURS)		DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	$1,750.00	DAY

12 TON LOWBOY (_____/HOUR AFTER 8 HRS)	$1,200.00	DAY
50 TON LOWBOY (_____/HOUR AFTER 8 HRS)	$1,800.00	DAY
SKID STEER (BOBCAT) (_____/HOUR AFTER 8HRS)	$1,250.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	$200.00	DAY
1″ DIAPHRAGM PUMP	$200.00	DAY
2″ DIAPHRAGM PUMP	$250.00	DAY
2″ DIAPHRAGM PUMP SS	$250.00	DAY
3″ DIAPHRAGM PUMP	$275.00	DAY
1″ SUCTION OR DISCHARGE HOSE	$100.00	DAY
2″ SUCTION OR DISCHARGE HOSE	$125.00	DAY
3″ SUCTION OR DISCHARGE HOSE	$150.00	DAY
4″ Trash Pump	$150.00	DAY
6″ Trash Pump	$200.00	DAY
8″ Trash Pump	$250.00	DAY
10″ Trash Pump	$300.00	DAY
12″ Trash Pump	$350.00	DAY
14″ Trash Pump	$400.00	DAY
16″ Trash Pump	$500.00	DAY
18″ Trash Pump	$600.00	DAY

4″ SUCTION OR DISCHARGE HOSE	$15.00	DAY
6″ SUCTION OR DISCHARGE HOSE	$15.00	DAY
8″ SUCTION OR DISCHARGE HOSE	$20.00	DAY
10″ SUCTION OR DISCHARGE HOSE	$25.00	DAY
12″ SUCTION OR DISCHARGE HOSE	$30.00	DAY
14″ SUCTION OR DISCHARGE HOSE	$35.00	DAY
16″ SUCTION OR DISCHARGE HOSE	$40.00	DAY
18″ SUCTION OR DISCHARGE HOSE	$45.00	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	$125.00	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	$150.00	DAY
SMALL COMPRESSOR	$150.00	DAY
185 CFM COMPRESSOR	$200.00	DAY
AIRHOSE SECTION	$30.00	DAY
Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	$60.00	DAY
4000-5000 WATT GENERATOR	$200.00	DAY
ELECTRICAL CORD SECTION (50’)	$30.00	DAY
SPIKE BAR	$10.00	DAY
AIRLESS SPRAYER	$25.00	DAY
PRESSURE WASHER	$100.00	DAY

WATER HOSE SECTION (GARDEN)	$75.00	DAY
CUTTING TORCH	$100.00	EACH
WIRE WELDER	$200.00	DAY
AIR BLOWER	$40.00	DAY
HEPA VAC	$30.00	DAY
BARREL CART	$30.00	DAY
WHEELBARROW	$10.00	DAY
OIL DRY SPREADER	$20.00	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	$150.00	DAY
DRILL WITH BITS	$150.00	DAY
GROUNDING CABLE AND ROD	$40.00	DAY
CIRCULAR SAW	$30.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	$40.00	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	$15.00	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	$15.00	DAY
STEP LADDERS	$25.00	DAY
EXTENSION LADDERS	$25.00	DAY
PHOTOGRAPHIC EQUIPMENT	$20.00	DAY
PORTA JOHN	$30.00	DAY
FLASHLIGHTS	$50.00	EACH
HANDHELD RADIOS	$5.00	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT		
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	$125.00	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	$125.00	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	$140.00	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	$40.00	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	$40.00	EACH
ABSORBENT CLAY BAG	$25.00	EACH
OIL DRY	$15.00	EACH
PEAT MOSS	$30.00	EACH
VERMICULITE	$50.00	EACH
SODA ASH BAG	$50.00	EACH
4 MIL 20 X 100 POLYETHYLENE	$140.00	EACH
6 MIL 20 X 100 POLYETHYLENE	$160.00	ROLL
6 MIL BAGS	$4.00	EACH
DUCT TAPE	$6.00	ROLL
55- GALLON DRUMS	$20.00	EACH
55- GALLON DRUMS LINER 10 MIL	$4.00	EACH
FIBER DRUMS	$25.00	EACH

30- GALLON OVERPACK	$30.00	EACH
95 GALLON POLY OVERPACK	$60.00	EACH
DOT HAZARDOUS WASTE LABELS	$2.00	EACH
FIRE EXTINGUISHER	$10.00	EACH
CAUTION/HAZARD TAPE	$3.00	EACH
RESPIRATOR WIPES	$3.00	EACH
KAPPLER TAPE	$15.00	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add ____$2.00_____ per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add ___$4.00_____ per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	75,000	$8.00	$600,000.00	$72.00
	16 to 30.99 miles	120,000	$9.50	$1,140,000.00	$85.50
	31 to 60.99 miles	50,000	$9.50	$475,000.00	$85.50
	Greater than 61 miles	5,000	$9.50	$47,500.00	$85.50
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	25,000	$8.00	$200,000.00	$56.00
	16 to 30.99 miles	35,000	$9.50	$332,500.00	$66.50
	31 to 60.99 miles	15,000	$9.50	$142,500.00	$66.50
	Greater than 61 miles	1,000	$9.50	$9,500.00	$66.50

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$22.00	$11,000.00	$154.00
	16 to 30.99 miles	500	$24.00	$12,000.00	$168.00
	31 to 60.99 miles	200	$26.00	$5,200.00	$182.00
	Greater than 61 miles	100	$30.00	$3,000.00	$210.00
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	$32.00	$16,000.00	$224.00
	16 to 30.99 miles	500	$34.00	$17,000.00	$238.00
	31 to 60.99 miles	200	$36.00	$7,200.00	$252.00
	Greater than 61 miles	100	$40.00	$4,000.00	$280.00

5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	200,000	$1.00	$200,000.00	$8.00
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	175,000	$3.25	$568,750.00	$29.25
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	25,000	$2.60	$65,000.00	$18.20

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles *This price is for mulch- Ash would be $13.00*	10,000	$6.50	$65,000.00	$39.00
	16 to 30.99 miles *This price is for mulch- Ash would be $16.00*	15,000	$8.00	$120,000.00	$56.00
	31 to 60.99 miles *This price is for mulch- Ash would be $19.00*	25,000	$9.50	$237,500.00	$57.00
	Greater than 61 miles *This price is for mulch- Ash would be $24.00*	20,000	$12.00	$240,000.00	$72.00
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	$150.00	$225,000.00	
	13-inch to 24.99-inch diameter	1,000	$210.00	$210,000.00	
	25-inch to 36.99-inch diameter	750	$325.00	$243,750.00	
	37-inch to 48.99-inch diameter	300	$410.00	$123,000.00	
	49-inch and larger diameter	100	$700.00	$70,000.00	
	Hanger Removal (per Tree)	3,000	$76.00	$228,000.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	$350.00	$175,000.00
	37-inch to 48.99-inch diameter	250	$500.00	$125,000.00
	49-inch and larger diameter	50	$700.00	$35,000.00
11	**ROW White Goods Debris Removal** Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	$70.00	$17,500.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	$55.00	$27,500.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**	
		250	$25.00	$6,250.00	
13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**	
		10,000	$25.00	$250,000.00	
14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**	
	Passenger Car	50	$250.00	$12,500.00	
	Single Axle	25	$250.00	$6,250.00	
	Double Axle	25	$300.00	$7,500.00	

15	**Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Vessels less than 20 linear feet	75	$400.00	$30,000.00
	Vessels 21 linear feet and greater	50	$800.00	$40,000.00
16	**Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
		50	**$5.00**	**$250.00**
Total		**$** $6,351,150.00		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2025

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 Cadence Insurance, A Gallagher Company 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com
INSURED LOOKGRE-01 Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: American Guarantee and Liability Ins Co 26247 INSURER B: Markel American Ins. Co. 28932 INSURER C: Old Republic Insurance Co. 24147 INSURER D: Illinois Union Insurance Company 27960 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1783437038 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	MWZY31369225	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg Cap	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	MWTB31369125	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	AUC019344809	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC31369025	2/1/2025	2/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B D	Rented/Leased Equipment Pollution			MKLM4IM0054280 CPYG28206690005	4/14/2024 1/12/2025	4/14/2025 2/1/2027	Per Item/Occurrence Occur/Agg	$250,000 $2,000,000

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.
Blanket Waiver of Subrogation.
Liability assumed in an "Insured Contract" as defined by policy.
See Attached...

CERTIFICATE HOLDER

Sample Certificate
United States

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: 11/19/25

Company/Vendor Name: Looks Great Services of MS, Inc.

Printed Name and Title: Kristian Agoglia, Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Looks Great Services of MS, Inc.
(Full, correct legal name)

- Address: 1501 Highway 13 North, Columbia, MS 39429
- Telephone/Fax: 601-736-0037 / 601-736-1924
- Email address: bids@looksgreatservices.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? Columbia, Mississippi

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: Max Elkins
Address: 1501 Highway 13 North, Columbia, MS 39429
Telephone: 601-736-0037
Fax: 601-736-1924
Email: bids@looksgreatservices.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, Kristian Agoglia, the undersigned representative of

Looks Great Services of MS, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Kristian Agoglia, Vice President

TYPE/PRINT NAME AND TITLE:

11/19/25

DATE:

SENATE BILL 13 VERIFICATION

I, Kristian Agoglia, the undersigned representative of

Looks Great Services of MS, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Kristian Agoglia, Vice President

TYPE/PRINT NAME AND TITLE:

11/19/25

DATE:

SENATE BILL 19 VERIFICATION

I, Kristian Agoglia, the undersigned representative of

Looks Great Services of MS, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Kristian Agoglia, Vice President

TYPE/PRINT NAME AND TITLE:

11/19/25

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of Looks Great Services of MS, Inc.; the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign Yolanda Agoglia

Title President

Subscribed and sworn to me this 19 day of November 20 25.

By: Paul Pickett

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 471756 PAUL PICKETT Commission Expires May 9, 2028 LAMAR COUNTY

Notary Public

Paul Pickett

My commission expires - May 9, 2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Looks Great Services of MS, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Kristian Agoglia	K Agoglia	11/24/25
Name of signatory	Signature	Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

[SOUTHERN DISASTER RECOVERY] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

Southern Disaster Recovery Response

CONTACT INFORMATION

Company:
Southern Disaster Recovery

Email:
bei@gosdr.com

Contact:
Al McClaran

Address:
93 Sonia Drive
Greer, SC 29650

Phone:
(864) 469-9776

Website:
www.goSDR.com

Submission Date:
Nov 25, 2025 9:43 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

City_of_Edinburg_-_RFP_2026-003_Disaster_Debris_Removal_&_Recovery_Services.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_-_SDR_2026.01.01.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_-_SDR.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

(35) 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_-_SDR.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_-_SDR.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_-_SDR.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_-_SDR.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-SDR.pdf

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

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

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

Yes



City of Edinburg, TX

DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES

Submitted To:
City of Edinburg, TX
8601 N. Jasman Rd
Edinburg, TX 785402

Dalinda Cardenas, Administrative Specialist
956.381.5635 | dcardenas@cityofedinburg.com

Submitted By:
SDR
93 Sonia Drive | Greer, SC 29650
bids@gosdr.com

Al McClaran, Founder/CEO
846.469.9776 | al@gosdr.com

This proposal contains confidential and proprietary information intended solely for the use of the recipient. It may not be disclosed, copied, or distributed without the prior written consent of SDR. All rights reserved.

Confidence In Chaos™

93 Sonia Drive | Greer, SC 29650
www.gosdr.com
864.469.9776

November 25, 2025

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

Subject: RFP 2026-003 – Disaster Debris Removal and Recovery Services

Dear Evaluation Committee:

The City of Edinburg deserves a debris management partner that can protect its residents, safeguard its financial interests, and accelerate community recovery after every major weather event. Southern Disaster Recovery, LLC (SDR) delivers that capability through rapid mobilization, FEMA-aligned documentation, and large-scale operational capacity proven in real-world catastrophic events. Most recently, SDR deployed within hours of the historic devastation caused by Hurricane Helene, removing nearly 10 million cubic yards of debris in less than a year while maintaining full FEMA reimbursement eligibility and uninterrupted operational continuity. This same **level of readiness, compliance, and performance is what SDR stands prepared to provide the City of Edinburg** under RFP 2026-003.

UNDERSTANDING OF THE WORK

SDR fully understands that the City seeks turn-key, FEMA-compliant debris management services covering emergency road clearance; vegetative, C&D, white goods, hazardous tree, stump, and HHW removal; demolition; DMS establishment and operations; debris reduction; haul-out; and full project documentation.

We also understand that the selected contractor must integrate seamlessly with Edinburg's Disaster Debris Management Plan (DDMP) organizational structure, support the Debris Manager and DMOC, maintain strict adherence to FEMA Publication 104-009-2, and mobilize within 24–72 hours, depending on event severity. Our response reflects a comprehensive operational, financial, and compliance commitment to meet all requirements of RFP 2026-003 and the Scope of Work.

ALIGNMENT WITH RFP EVALUATION CRITERIA

Debris Management Services: SDR's operational model is fully aligned with the DDMP's hurricane and flooding scenarios, priority road-clearing needs, debris-collection zones, DMS permitting requirements (TCEQ/THC), and eligibility documentation standards.

Proposal Completeness: This proposal includes all required forms, certifications, financial assurance, insurance documentation, technical plans, safety programs, equipment inventories, mobilization timelines, and subcontractor details.

Proposal Responsiveness: Our submission directly responds to each requirement in the RFP and SOW, including public information coordination, OSHA-compliant tower design, and eligibility-focused debris documentation.

References & Experience: SDR has completed over 210 disaster debris contracts and managed more than 60 million CY of debris nationwide. Our experience includes large-scale hurricane, tornado, and flood recovery operations, each demonstrating schedule reliability, cost transparency, and FEMA compliance.

Reputation & Compliance: We maintain a **flawless record of zero FEMA deobligations,** consistent adherence to environmental and safety regulations, and financial stability backed by $150M credit capacity, $250M bonding capacity, and $20M+ in owned equipment.

Price: SDR's pricing is competitive, transparent, and structured to maximize FEMA reimbursement potential through clearly defined unit rates, no hidden fees, and efficient operating practices.

Confidence In Chaos™

93 Sonia Drive | Greer, SC 29650
www.gosdr.com
864.469.9776

REQUIRED STATEMENTS

Authorized Representatives

The following individuals are authorized to make representations on behalf of SDR:

Al McClaran
Founder & CEO
93 Sonia Drive, Greer, SC 29650
864.469.9776 | al@gosdr.com | bids@gosdr.com

Chip Patterson
President
93 Sonia Drive, Greer, SC 29650
904.334.9690 | chip@gosdr.com

Authority to Bind, 180-Day Validity, and Compliance

By signing this letter, the undersigned affirms that:

- He is authorized to bind Southern Disaster Recovery, LLC legally.
- SDR's proposal shall remain firm for a period of 180 days from the date the City receives best and final offers.
- SDR agrees to comply with all requirements outlined in RFP 2026-003, including all attachments and the City of Edinburg's DDMP.

Prime Point of Contact

SDR is submitting independently and not as part of a joint proposal. The prime point of contact for all proposal evaluation questions and coordination is:
Al McClaran
Founder & CEO
864.469.9776
al@gosdr.com | bids@gosdr.com

COMMITMENT TO EDINBURG

SDR is committed not only to high-performance disaster response but also to long-term partnership. We offer:

- Annual no-cost debris exercises
- Technical support for DDMP updates
- GIS-based load tracking and audit-ready documentation
- Training for City personnel on FEMA eligibility and documentation

We appreciate the opportunity to support the City of Edinburg in strengthening its disaster readiness and recovery capabilities. Please get in touch with us with any questions or requests for additional information.

Sincerely,



Al McClaran
Founder & CEO
864.469.9776 | al@gosdr.com | bids@gosdr.com



TABLE OF CONTENTS

Tab 1: Executive Summary 05

Tab 2: Capabilities & Related Experience 08

Tab 3: Qualifications of Key Personnel 35

Tab 4: Project Understanding & Approach 57

Tab 5: Price 81

Tab 6: Required Documents 101



TAB 1: Executive Summary

EXECUTIVE SUMMARY

The City of Edinburg's rapid population growth, expanding infrastructure, and susceptibility to severe weather hazards, including hurricanes, flooding, and tornadoes, create a critical need for a debris management partner capable of restoring access, protecting public safety, and preserving FEMA reimbursement eligibility. SDR is prepared to mobilize within 72 hours of Notice to Proceed, as specified in RFP 2026-003, to perform the full scope of Disaster Debris Removal and Recovery Services, including emergency road clearance, right-of-way vegetative and C&D debris removal, hazardous tree and stump extraction, household hazardous waste management, and Debris Management Site (DMS) operations. Each service is executed with FEMA- and FHWA-compliant documentation, disciplined field operations, and stringent safety controls—ensuring accuracy, accountability, and complete alignment with the City of Edinburg's Disaster Debris Management Plan (DDMP).



CONFIDENCE IN CHAOS ™

Disasters are unpredictable, but our response never is. At SDR we deliver certainty in uncertain times. We mobilize rapidly with the equipment, personnel, and expertise to manage debris operations of any scale. Our deep knowledge of FEMA regulations and commitment to clear communication ensure compliant, efficient recovery, no matter the complexity or size.

ABOUT SDR

SDR is a proven disaster response contractor with over 13 years of experience, 210+ completed debris removal contracts, and more than 60 million cubic yards of debris managed. Our leadership team, comprised of emergency managers, engineers, and public safety professionals, delivers each project with technical precision, operational efficiency, and a clear focus on restoring critical services and protecting public safety.

CORE SERVICES

- Disaster Debris Removal
- FEMA Public Assistance Expertise
- Environmental Response
- Hazardous Tree Mitigation
- Utility Right of Way Services
- Waterway and Specialty Debris Removal
- Local Subcontractor & Workforce Integration

TAILORED SOLUTIONS FOR CITY OF EDINBURG

At SDR, we recognize that every jurisdiction faces distinct disaster risks and operational challenges. The City of Edinburg's inland South Texas location, rapidly growing population, and mix of dense urban corridors and residential neighborhoods create a debris management environment that demands a scalable and customized response. SDR's approach is tailored to align with Edinburg's emergency command structure, compliance standards, and operational tempo as outlined in the City's Disaster Debris Management Plan.

Our experienced project teams work directly with Emergency Management, Public Works, Solid Waste, law enforcement, and other City departments—establishing unified communication protocols and deploying zone-specific work plans that prioritize safety, eligibility, and FEMA-compliant documentation.

SDR is structured for both rapid activation and sustained, high-volume performance. We strategically pre-position equipment and personnel across the Gulf Coast region to ensure operational readiness ahead of forecasted events. Within 72 hours of Notice to Proceed, our teams can launch full-scale debris operations, delivering disciplined execution, transparent reporting, and precise documentation to support a safe, timely, and fully reimbursable recovery for the City of Edinburg.



Coffee County Helene Debris Removal - 2025

SELECT PROJECTS

Hurricane Helene Response | 2024 - 2025
10+ million cubic yards of debris processed across 35 jurisdictions in 4 separate states.

Atkinson County, GA Debris Removal | 2024
571,000 cubic yards of debris processed in following Hurricane Helene.

Coffee County Debris Removal | 2024 - 2025
4.3 million cubic yards of debris removed following Hurricane Helene.

Georgia Tornado Response | 2023
919,527cubic yards of debris processed in across two counties in Georgia.

Hurricane Ida Response | 2022
831,390 cubic yards of debris processed in Plaquemines Parish and South Lafourche Levee District.

Iowa Derecho Debris Removal | 2021
1+ million cubic yards of vegetative and waterway debris removed and processed

Winter Storm Debris Removal | 2021
641,800 cubic yards of storm debris and 24K hazardous trees removed in Kentucky.

WHY CHOOSE SDR

- **PROVEN PERFORMANCE**
  210+ successful contracts and 60M+ cubic yards of debris managed.
- **READY TO MOBILIZE**
  $20M in equipment, $250M in bonding, $150M credit line, 50+ vetted subs
- **FEMA EXPERTISE**
  Built-in compliance with FEMA, FHWA, and 2 CFR Part 200.
- **TURNKEY OPERATIONS**
  From emergency clearance to final documentation.
- **COMPETITIVE PRICING**
  Realistic rates tied to safe, efficient production.



TAB 5:
Price

SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	65.00
OPERATIONS SUPERVISOR	60.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	55.00
PROJECT COORDINATOR	65.00
FIELD HAZ MATERIAL MANAGER	85.00
HM CONTAIN AREA MANAGER	65.00
FIELD PROJECT SUPERVISOR	60.00
HM AREA SUPERVISOR	60.00
FIELD PROJECT FOREMAN	65.00
HM CONTAINMENT AREA FOREMAN	65.00
FIELD HM TECHNICIAN	85.00
HM CONTAIN AREA TECHNICIAN	85.00
HEALTH & SAFETY SPECIALIST	95.00
PROJECT ENGINEER	95.00
PROJECT GEOLOGIST	95.00
CHEMIST	95.00

REGULATORY MANAGER	95.00
EQUIPMENT OPREATOR	65.00
ASBESTOS ABATEMENT SUPREVISOR	65.00
ASBESTOS ABATEMENT WORKER	55.00
ASBESTOS INSPECTOR	75.00
TRUCK DRIVER	55.00
ADMINISTRATIVE ASSISTANT	55.00
CLERICAL	45.00
LABORER WITH CHAIN SAW	45.00
LABORER WITH SMALL TOOLS	45.00
TRAFFIC CONTROL FLAG PERSON	45.00
TREE CLIMBER/CHAINSAW AND GEAR	95.00
BONDED AND CERTIFIED SECURITY PERSONNEL	75.00
Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK	75.00 / day
PICKUP TRUCK EXTENDED CAB	75.00 / day
PICKUP TRUCK 4 X 4	100.00 / day
PICKUP TRUCK 1 TON	120.00 / day
BOX TRUCK	75.00 / day
PASSENGER CAR	75.00 / day

20′ RESPONSE TRAILER	250.00 / day
36′ RESPONSE TRAILER	350.00 / day
OFFICE TRAILER	85.00 / day
FLATBED TRAILER	45.00 / hour
VEHICLE USE – PICKUPS, VANS, CARS	150 .00 /day
VEHICLE USE – TRAILER, HEAVY TRUCKS	250.00 / day
12′ WORKBOAT W/MOTOR	250.00 / day
12′ WORKBOAT W/O MOTOR	175.00 / day
VACUUM TRUCK 3500 GALLON	3500.00 / day

Description	Cost	Unit
30-60 TON CRANE	325.00	HOUR
61-90 TON CRANE	525.00	HOUR
100 – TON CRANE	725.00	HOUR
50′ BUCKET TRUCK	120.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	95.00	HOUR
BACKHOE LOADER	75.00	HOUR
BROOM TRCTOR	75.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	165.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	175.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	275.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	325.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	225.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	95.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	135.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	175.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	135.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	225.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	125.00	HOUR
GRADER WITH 12' BLADE	135.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	165.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	175.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	125.00	HOUR
PICKUP TRUCK	25.00	HOUR
FLATBED TRUCK	45.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	55.00	HOUR
WATER TRUCK	45.00	HOUR
SERVICE TRUCK	55.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	165.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	175.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	225.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	125.00	HOUR
SKID STEER LOADER	85.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	65.00	HOUR
SOIL COMPACTOR, 81 + HP	125.00	HOUR
TEMPORARY OFFICE TRAILER	25.00	HOUR
TUB GRINDER, 800 – 1,000 HP	425.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	65.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	125.00	HOUR
Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	250.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	95.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	95.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	125.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	175.00	DAY
AIR FILTRATION PANAL	75.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	175.00	DAY
RESPIRATOR AIRLINE 50' SECTION	150.00	EACH

RESIRATOR CARTRIDGES	50.00	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	120.00	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	95.00	EACH
TYVEK	55.00	EACH
PROSHIELD	55.00	EACH
SARANEX	55.00	EACH
ACID SUIT	135.00	EACH
RAIN SUIT	45.00	EACH
NEOPRENE GLOVES	10.00	PAIR
NITRILE GLOVES	10.00	PAIR
SILVERSHIELD GLOVES	20.00	PAIR
PVC GLOVES	20.00	PAIR
COTTON OR LATEX GLOVES	10.00	PAIR
LEATHER WORK GLOVES	10.00	PAIR
PVC BOOTS (HAZMAX)	65.00	PAIR
BOOT COVERS	45.00	PAIR
HEARING PROTECTION	25.00	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	125.00	DAY
PORTABLE EYEWASH STATION	45.00	DAY
FIRST AID STATION	25.00	DAY
PERSONNEL RETRIEVAL SYSTEM	50.00	DAY
PERSONNEL RETRIEVAL HARNESS	30.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	25.00	DAY
TOXIC GAS DETECTOR	50.00	DAY
PHOTOIONIZATION DETECTOR	50.00	DAY
HAZCAT KIT	25.00	DAY
DETECTOR TUBES	25.00	TEN
HAZMAT PACK	35.00	GALLON
PH PAPER	10.00	PACK
SPILL CLASSIFIER	35.00	STRIP
PERSONNEL AIR SAMPLING PUMP	25.00	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	75.00	HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)	35.00	DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)	40.00	DAY
TRACKHOE 490 OR EQUIVALENT	900.00	DAY
(80.00/HOUR AFTER 8 HOURS)	80.00	DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)	90.00	DAY

12 TON LOWBOY (____same_____/HOUR AFTER 8 HRS)	800.00	DAY
50 TON LOWBOY (___same____/HOUR AFTER 8 HRS)	1000.00	DAY
SKID STEER (BOBCAT) (____same____/HOUR AFTER 8HRS)	800.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	25.00	DAY
1" DIAPHRAGM PUMP	500.00	DAY
2" DIAPHRAGM PUMP	650.00	DAY
2" DIAPHRAGM PUMP SS	750.00	DAY
3" DIAPHRAGM PUMP	1000.00	DAY
1" SUCTION OR DISCHARGE HOSE	25.00	DAY
2" SUCTION OR DISCHARGE HOSE	35.00	DAY
3" SUCTION OR DISCHARGE HOSE	45.00	DAY
4" Trash Pump	800.00	DAY
6" Trash Pump	1,000.00	DAY
8" Trash Pump	1,200.00	DAY
10" Trash Pump	1,500.00	DAY
12" Trash Pump	1,600.00	DAY
14" Trash Pump	1,700.00	DAY
16" Trash Pump	1,800.00	DAY
18" Trash Pump	1,900.00	DAY

4″ SUCTION OR DISCHARGE HOSE	25.00	DAY
6″ SUCTION OR DISCHARGE HOSE	30.00	DAY
8″ SUCTION OR DISCHARGE HOSE	40.00	DAY
10″ SUCTION OR DISCHARGE HOSE	50.00	DAY
12″ SUCTION OR DISCHARGE HOSE	60.00	DAY
14″ SUCTION OR DISCHARGE HOSE	70.00	DAY
16″ SUCTION OR DISCHARGE HOSE	80.00	DAY
18″ SUCTION OR DISCHARGE HOSE	90.00	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	125.00	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	135.00	DAY
SMALL COMPRESSOR	45.00	DAY
185 CFM COMPRESSOR	650.00	DAY
AIRHOSE SECTION	35.00	DAY
Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	1200.00	DAY
4000-5000 WATT GENERATOR	1000.00	DAY
ELECTRICAL CORD SECTION (50′)	20.00	DAY
SPIKE BAR	20.00	DAY
AIRLESS SPRAYER	50.00	DAY
PRESSURE WASHER	75.00	DAY

WATER HOSE SECTION (GARDEN)	20.00	DAY
CUTTING TORCH	225.00	EACH
WIRE WELDER	1,000.00	DAY
AIR BLOWER	150.00	DAY
HEPA VAC	175.00	DAY
BARREL CART	35.00	DAY
WHEELBARROW	20.00	DAY
OIL DRY SPREADER	20.00	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	275.00	DAY
DRILL WITH BITS	50.00	DAY
GROUNDING CABLE AND ROD	25.00	DAY
CIRCULAR SAW	25.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	25.00	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	25.00	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	25.00	DAY
STEP LADDERS	25.00	DAY
EXTENSION LADDERS	25.00	DAY
PHOTOGRAPHIC EQUIPMENT	175.00	DAY
PORTA JOHN	50.00	DAY
FLASHLIGHTS	10.00	EACH
HANDHELD RADIOS	25.00	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT		
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	125.00	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	125.00	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	145.00	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	25.00	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	125.00	EACH
ABSORBENT CLAY BAG	125.00	EACH
OIL DRY	100.00	EACH
PEAT MOSS	100.00	EACH
VERMICULITE	150.00	EACH
SODA ASH BAG	150.00	EACH
4 MIL 20 X 100 POLYETHYLENE	250.00	EACH
6 MIL 20 X 100 POLYETHYLENE	375.00	ROLL
6 MIL BAGS	50.00	EACH
DUCT TAPE	10.00	ROLL
55- GALLON DRUMS	125.00	EACH
55- GALLON DRUMS LINER 10 MIL	145.00	EACH
FIBER DRUMS	250.00	EACH

30- GALLON OVERPACK	350.00	EACH
95 GALLON POLY OVERPACK	650.00	EACH
DOT HAZARDOUS WASTE LABELS	20.00	EACH
FIRE EXTINGUISHER	75.00	EACH
CAUTION/HAZARD TAPE	20.00	EACH
RESPIRATOR WIPES	25.00	EACH
KAPPLER TAPE	20.00	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add _____2.00_____ per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add ____4.00_____ per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total $**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	75,000	8.15	611,250.00	75.05
	16 to 30.99 miles	120,000	8.25	990,000.00	75.75
	31 to 60.99 miles	50,000	8.45	422,500.00	89.15
	Greater than 61 miles	5,000	8.45	42,250.00	89.15
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	25,000	8.45	211,250.00	77.70
	16 to 30.99 miles	35,000	8.65	302,750.00	79.90
	31 to 60.99 miles	15,000	8.90	133,500.00	82.40
	Greater than 61 miles	1,000	8.90	8,900.00	82.40

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	26.25	13,125.00	161.25
	16 to 30.99 miles	500	27.00	13,500.00	165.00
	31 to 60.99 miles	200	27.50	5,500.00	167.50
	Greater than 61 miles	100	27.50	2,750.00	167.50
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	37.00	18,500.00	282.00
	16 to 30.99 miles	500	38.00	19,000.00	288.00
	31 to 60.99 miles	200	40.00	8,000.00	290.00
	Greater than 61 miles	100	40.00	4,000.00	298.00

5	**DMS Management and Operations** Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		200,000	2.20	484,000.00	14.00
6	**DMS Management and Reduction by Grinding** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		175,000	5.45	953,750.00	29.00
7	**DMS Management and Reduction by Air Curtain Incineration** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
		25,000	4.20	$105,000.00	27.00

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	3.85	38,500.00	19.40
	16 to 30.99 miles	15,000	4.50	67,500.00	24.00
	31 to 60.99 miles	25,000	5.00	125,000.00	29.00
	Greater than 61 miles	20,000	6.25	125,000.00	36.00
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	85.00	127,500.00	
	13-inch to 24.99-inch diameter	1,000	195.00	195,000.00	
	25-inch to 36.99-inch diameter	750	275.00	206,250.00	
	37-inch to 48.99-inch diameter	300	350.00	105,000.00	
	49-inch and larger diameter	100	400.00	40,000.00	
	Hanger Removal (per Tree)	3,000	85.00	255,000.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	195.00	97,500.00
	37-inch to 48.99-inch diameter	250	375.00	93,750.00
	49-inch and larger diameter	50	450.00	22,500.00
11	**ROW White Goods Debris Removal** Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	50.00	12,500.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	45.00	22,500.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**
		250	35.00	8,750.00
13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**
		10,000	6.95	69,500.00
14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Passenger Car	50	325.00	16,250.00
	Single Axle	25	325.00	8,125.00
	Double Axle	25	525.00	13,125.00

15	**Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Vessels less than 20 linear feet	75	395.00	29,625.00
	Vessels 21 linear feet and greater	50	425.00	21,250.00
16	**Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
		50	**2.50**	125.00
Total		**$** 6,049,775.00		



TAB 6:
Required Information

REQUIRED INFORMATION

SDR acknowledges receipt and full understanding of RFP 2026-003: Disaster Debris Removal and Recovery Services issued by the City of Edinburg. SDR confirms that the solicitation documents have been carefully reviewed in their entirety and that no addenda were issued for this procurement. SDR further acknowledges that, per RFP requirements, it has been recognized, complied with, and electronically acknowledged in accordance with the City's instructions. No addenda were received.

SDR certifies that all required forms and affidavits have been completed and uploaded to the OpenGov portal under Section 5.4 of the Vendor Questionnaire, including:

- Conflict of Interest Disclosure Form
- Litigation Disclosure Form (required by portal)
- House Bill 89 Verification – Prohibition on Boycotting Israel
- Senate Bill 13 Verification – Prohibition on Boycotting Energy Companies
- Senate Bill 19 Verification – Firearm Entity/Trade Association Non-Discrimination
- City of Edinburg Non-Collusion Affidavit
- Conflict of Interest Questionnaire (Chapter 176, Texas Local Government Code)
- Certificate of Interested Parties (Form 1295), to be provided upon award as required by §2252.908 of the Texas Government Code.

SDR affirms that all forms have been truthfully completed, signed by an authorized representative of the company, and submitted in accordance with the City's electronic bidding procedures.

SDR certifies its understanding that failure to provide any required form or acknowledgment may render the proposal non-responsive. SDR further confirms compliance with all solicitation instructions, terms, conditions, and federal and state statutory requirements referenced throughout the RFP.



THANK YOU!

SDR appreciates the City of Edinburg's time and review of our proposal. We are committed to the success of our clients and look forward to the opportunity to work together in the future!

SDR
Confidence In Chaos™

Client#: 1588397 15SOUTHDIS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara C. Garrett CISR	
McGriff, a MMA LLC Company 47 Airpark Court (29607) P.O. Box 27149 Greenville, SC 29616-2149	PHONE (A/C, No, Ext): 864 297-4444	FAX (A/C, No):
	E-MAIL ADDRESS: SCCertificates@mcgriff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance	10172
INSURER B : Old Republic Insurance Company	24147
INSURER C : ACE American Insurance Co	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Disaster Recovery LLC
93 Sonia Drive
Greer, SC 29650

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			G47407497003	06/01/2025	06/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			H08889569001	09/03/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			G47407503003	06/01/2025	06/01/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			MWC31205225	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	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	Contractors Pollution			G47407497003	06/01/2025	06/01/2026	1,000,000	

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

** Workers Comp Information **

USLH ; Other States Coverage

This certificate is for bidding purposes only. When/If the contract is awarded, we can issue with the specific certificate holder information listed.

CERTIFICATE HOLDER

Southern Disaster Recovery LLC
93 Sonia Dr
Greer, SC 29650

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

Chandler O. Griffith

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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: 11/11/2025

Company/Vendor Name: Southern Disaster Recovery, LLC

Printed Name and Title: Al McClaran / CEO

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Southern Disaster Recovery, LLC
(Full, correct legal name)

- Address: 93 Sonia Drive, Greer SC 29650
- Telephone/Fax: 864-469-9776
- Email address: bids@gosdr.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? South Carolina

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: Al McClaran
Address: 93 Sonia Drive, Greer SC 29650
Telephone: 864-469-9776
Fax: 864-469-9642
Email: bids@gosdr.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    None

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES NO

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

   Circle One YES NO

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

   Circle One YES NO

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

HOUSE BILL 89 VERIFICATION

I, Al McClaran, the undersigned representative of Southern Disaster Recovery, 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:

Al McClaran / CEO

TYPE/PRINT NAME AND TITLE:

11/11/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Al McClaran, the undersigned representative of

Southern Disaster Recovery, 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:

Al McClaran / CEO

TYPE/PRINT NAME AND TITLE:

11/11/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Al McClaran, the undersigned representative of Southern Disaster Recovery, 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:

Al McClaran / CEO

TYPE/PRINT NAME AND TITLE:

11/11/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is ~~President~~ CEO of Southern Disaster Recovery, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title CEO

Subscribed and sworn to me this 11 day of November 2025.

By: _____

Notary Public

AMY CRAWFORD
My Commission Expires
NOTARY PUBLIC
January 30, 2035
STATE OF SOUTH CAROLINA

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

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

Al McClaran		11/11/2025
Name of signatory	Signature	Date

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

[TFR ENTERPRISES, INC] RESPONSE DOCUMENT REPORT

RFP No. RFP 2026-003

Disaster Debris Removal and Recovery Services

RESPONSE DEADLINE: November 25, 2025 at 3:00 pm

Report Generated: Monday, December 22, 2025

TFR Enterprises, Inc Response

CONTACT INFORMATION

Company:
TFR Enterprises, Inc

Email:
tiffany@tfrinc.com

Contact:
Tiffany Jean

Address:
601 Leander Drive
Leander, TX 78641

Phone:
N/A

Website:
www.tfrinc.com

Submission Date:
Nov 24, 2025 4:15 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Proposal_Submission_-_TFR_Enterprises.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.

TFR_Certificate_of_Insurance_-_Information_Only.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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_-_TFR_Enterprises.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

November 25, 2025

City of Edinburg
City Hall Community Room
415 W. University Drive
Edinburg, TX 78539

Re: RFP 2026-003 Disaster Debris Removal and Recovery Services

To Whom It May Concern,

TFR Enterprises, Inc., is pleased to submit this proposal to the City of Edinburg and appreciates the opportunity to support your community's disaster recovery needs. Established in 1989, TFR has grown into one of the nation's most trusted disaster debris management firms, headquartered in Leander, Texas, with field offices across the country. Over the past 36 years, we have completed more than 500 disaster recovery projects across the United States, **collecting and processing over 80 million cubic yards of debris.**

We understand the scope and urgency of disaster recovery services. Our team specializes in emergency road clearance, debris removal and disposal, debris management site operations, demolition, hazardous tree removal, stream and canal restoration, and FEMA documentation. TFR's turnkey capabilities allow us to provide comprehensive, compliant, and cost-effective recovery solutions from initial response through project closeout.

TFR's operational capacity is unmatched, with the ability to respond to disasters of any scale. In 2023, our team managed more than **3.5 million cubic yards of debris** across 22 cities, counties, and agencies in nine states. During the unprecedented 2020 hurricane season, we successfully executed **57 simultaneous contract activations** spanning Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma. Supported by a network of over **1,000 qualified subcontractors** and an expansive fleet of company-owned equipment, TFR stands ready to meet the most demanding recovery challenges.

Our financial strength is another cornerstone of our reliability. TFR owns more than 200 pieces of specialized equipment dedicated to debris operations and maintains the ability to self-fund projects immediately upon Notice to Proceed. This ensures uninterrupted operations while clients await federal or state reimbursement, providing peace of mind that recovery efforts will not be delayed due to funding constraints.

Most importantly, TFR is committed to the communities we serve. We approach every project with the highest standards of safety, efficiency, and accountability, working as an extension of our clients' teams to reduce risk, accelerate recovery, and restore quality of life. Our mission extends beyond debris removal; we are dedicated to helping communities recover stronger, safer, and more resilient for the future.

Thank you for considering TFR Enterprises Inc. as your disaster recovery partner. We look forward to the opportunity to serve your community with the expertise, resources, and dedication that have defined our work for more than three decades.

TFR certifies that this proposal is submitted fairly and in good faith, without collusion or fraud. The signatory of this proposal is authorized to bind TFR Enterprises, Inc., to all contractual requirements.

Primary Contact for RFP	**Corporate Headquarters**	**Contacts with the Ability to Bind**
Tiffany Jean	601 Leander Drive	Tipton F Rowland, CEO
Contract Manager	Leander, Texas 78641	Julie Rowland, CFO
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Cell: (512) 565-0710	www.tfrinc.com	
tiffany@tfrinc.com		

Sincerely,



Tipton F. Rowland
Chief Executive Officer



Due Date:
November 25, 2025 at 3:00 PM

Prepared For:
City of Edinburg
City Hall Community Room
415 W. University Drive
Edinburg, TX 78539

FEIN: 72-1149862
SAMS: PHQDU2KY4JM5



Tiffany Jean
Contract Manager
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Thayne Tipton
Contract Administrator
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ORIGINAL BID

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Letter of Transmittal
Title Page
Table of Contents

Tab 1. Certificate of Registration
Texas Certificate of Fact — Excluded from Page Count

Tab 2. Capabilities and Related Experience
Past Performance 1
Disaster Experience over 500,000 CY 4

Tab 3. Qualifications of Key Personnel
Key Personnel Overview 5
Resumes — Excluded from Page Count
Certifications 7
Financial Capability 9
Bond Letter 10
Bank Letter 11

Tab 4. Description of Work
Understanding Scope of Work 12
Documentation Process 15

Tab 5. Technical Proposal
Organizational Chart 17
Technical Summary 18
Current Contractual Obligations 24
References 27
Subcontractor Plan 28
Equipment List — Excluded from Page Count
Mobilization Plan 30
Project Management Plan 31

Tab 6. Price Proposal — Excluded from Page Count

Tab 7. Required Documents — Excluded from Page Count









SECTION 6: CONTRACTOR COMPENSATION

Schedule 1
Hourly Labor, Equipment, and Material Price Schedule

Must have Cell Phone & Misc. Supplies Readily Available if Needed

(Scope of Service Item 1)

Personnel	Rate Per Hour
PROJECT CLASSIFICATION	65.00
OPERATIONS SUPERVISOR	80.00
CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	70.00
PROJECT COORDINATOR	75.00
FIELD HAZ MATERIAL MANAGER	95.00
HM CONTAIN AREA MANAGER	95.00
FIELD PROJECT SUPERVISOR	75.00
HM AREA SUPERVISOR	80.00
FIELD PROJECT FOREMAN	95.00
HM CONTAINMENT AREA FOREMAN	95.00
FIELD HM TECHNICIAN	85.00
HM CONTAIN AREA TECHNICIAN	85.00
HEALTH & SAFETY SPECIALIST	95.00
PROJECT ENGINEER	145.00
PROJECT GEOLOGIST	145.00
CHEMIST	150.00

REGULATORY MANAGER	100.00
EQUIPMENT OPREATOR	75.00
ASBESTOS ABATEMENT SUPREVISOR	95.00
ASBESTOS ABATEMENT WORKER	75.00
ASBESTOS INSPECTOR	85.00
TRUCK DRIVER	65.00
ADMINISTRATIVE ASSISTANT	50.00
CLERICAL	45.00
LABORER WITH CHAIN SAW	60.00
LABORER WITH SMALL TOOLS	55.00
TRAFFIC CONTROL FLAG PERSON	55.00
TREE CLIMBER/CHAINSAW AND GEAR	90.00
BONDED AND CERTIFIED SECURITY PERSONNEL	65.00

Vehicles/Transportation	**Cost**
Description	
PICKUP TRUCK DAY	120.00
PICKUP TRUCK EXTENDED CAB DAY	125.00
PICKUP TRUCK 4 X 4 DAY	140.00
PICKUP TRUCK 1 TON DAY	160.00
BOX TRUCK DAY	175.00
PASSENGER CAR DAY	80.00

20’ RESPONSE TRAILER DAY	125.00
36’ RESPONSE TRAILER DAY	150.00
OFFICE TRAILER DAY	100.00
FLATBED TRAILER DAY	85.00
VEHICLE USE – PICKUPS, VANS, CARS MILE	9.00
VEHICLE USE – TRAILER, HEAVY TRUCKS MILE	15.00
12’ WORKBOAT W/MOTOR DAY	150.00
12’ WORKBOAT W/O MOTOR DAY	90.00
VACUUM TRUCK 3500 GALLON DAY	4650.00

Description	Cost	Unit
30-60 TON CRANE	280.00	HOUR
61-90 TON CRANE	350.00	HOUR
100 – TON CRANE	450.00	HOUR
50’ BUCKET TRUCK	290.00	HOUR
AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	90.00	HOUR
BACKHOE LOADER	160.00	HOUR
BROOM TRCTOR	140.00	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	125.00	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	150.00	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	175.00	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	215.00	HOUR

CRASH TRUCK W/IMPACT ATTENUATOR	150.00	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	170.00	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	175.00	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	185.00	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	195.00	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	215.00	HOUR
GENERATOR WITH LIGHTING, MOBILE	45.00	HOUR
GRADER WITH 12' BLADE	170.00	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	165.00	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	175.00	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	290.00	HOUR
PICKUP TRUCK	20.00	HOUR
FLATBED TRUCK	45.00	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	115.00	HOUR
WATER TRUCK	125.00	HOUR
SERVICE TRUCK	120.00	HOUR
FRONT-END LOADER, 950 OR SIMILAR	190.00	HOUR
FRONT-END LOADER, 966 OR SIMILAR	195.00	HOUR
FRONT-END LOADER, 980 OR SIMILAR	235.00	HOUR
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY	145.00	HOUR
SKID STEER LOADER	150.00	HOUR

SOIL COMPACTOR, UP TO 80 HP	160.00	HOUR
SOIL COMPACTOR, 81 + HP	175.00	HOUR
TEMPORARY OFFICE TRAILER	160.00	HOUR
TUB GRINDER, 800 – 1,000 HP	490.00	HOUR
MOBILE COMMAND AND COMMUNICATIONS TRAILER	125.00	HOUR
WHEEL LOADER, 2.5CY, 950 OR SIMILAR	190.00	HOUR

Personal Protective Equipment (PPE)	**Cost**	**Unit**
Description		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	1000.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	900.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL-FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	800.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	150.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	1500.00	DAY
AIR FILTRATION PANAL	650.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	200.00	DAY
RESPIRATOR AIRLINE 50’ SECTION	300.00	EACH

RESIRATOR CARTRIDGES	85.00	PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL	700.00	EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL	500.00	EACH
TYVEK	100.00	EACH
PROSHIELD	150.00	EACH
SARANEX	145.00	EACH
ACID SUIT	200.00	EACH
RAIN SUIT	50.00	EACH
NEOPRENE GLOVES	55.00	PAIR
NITRILE GLOVES	15.00	PAIR
SILVERSHIELD GLOVES	80.00	PAIR
PVC GLOVES	10.00	PAIR
COTTON OR LATEX GLOVES	10.00	PAIR
LEATHER WORK GLOVES	15.00	PAIR
PVC BOOTS (HAZMAX)	45.00	PAIR
BOOT COVERS	10.00	PAIR
HEARING PROTECTION	5.00	PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION	2500.00	DAY
PORTABLE EYEWASH STATION	120.00	DAY
FIRST AID STATION	50.00	DAY
PERSONNEL RETRIEVAL SYSTEM	175.00	DAY
PERSONNEL RETRIEVAL HARNESS	80.00	DAY

Disaster Recovery Monitoring/Sampling Equipment	**Cost**	**Unit**
Description		DAY
COMBUSTION GAS INDICATOR	90.00	DAY
TOXIC GAS DETECTOR	90.00	DAY
PHOTOIONIZATION DETECTOR	90.00	DAY
HAZCAT KIT	100.00	DAY
DETECTOR TUBES	50.00	TEN
HAZMAT PACK	100.00	GALLON
PH PAPER	30.00	PACK
SPILL CLASSIFIER	10.00	STRIP
PERSONNEL AIR SAMPLING PUMP	50.00	DAY
Heavy Equipment	**Cost**	**Unit**
MECHANIZED BROOM	125.00	HOUR
BACKHOE (217.50/HOUR AFTER 8 HOURS)	1160.00	DAY
BACKHOE EXTENDAHOE (240.00/HOURS AFTER 8 HOURS)	1280.00	DAY
TRACKHOE 490 OR EQUIVALENT	1360.00	DAY
(255.00/HOUR AFTER 8 HOURS)		DAY
BULLDOZER D4 OR EQUIVALENT (150.00 HOUR AFTER 8 HOURS)	800.00	DAY

12 TON LOWBOY (60.00/HOUR AFTER 8 HRS)	320.00	DAY
50 TON LOWBOY (90.00/HOUR AFTER 8 HRS)	480.00	DAY
SKID STEER (BOBCAT) (240.00/HOUR AFTER 8HRS)	1280.00	DAY
Recovery Equipment	**Cost**	**Unit**
Description		
HAND OPERATED TRANSFER PUMP	50.00	DAY
1″ DIAPHRAGM PUMP	150.00	DAY
2″ DIAPHRAGM PUMP	700.00	DAY
2″ DIAPHRAGM PUMP SS	1200.00	DAY
3″ DIAPHRAGM PUMP	2000.00	DAY
1″ SUCTION OR DISCHARGE HOSE	80.00	DAY
2″ SUCTION OR DISCHARGE HOSE	85.00	DAY
3″ SUCTION OR DISCHARGE HOSE	90.00	DAY
4″ Trash Pump	180.00	DAY
6″ Trash Pump	250.00	DAY
8″ Trash Pump	375.00	DAY
10″ Trash Pump	450.00	DAY
12″ Trash Pump	550.00	DAY
14″ Trash Pump	675.00	DAY
16″ Trash Pump	800.00	DAY
18″ Trash Pump	1000.00	DAY

4″ SUCTION OR DISCHARGE HOSE	100.00	DAY
6″ SUCTION OR DISCHARGE HOSE	120.00	DAY
8″ SUCTION OR DISCHARGE HOSE	145.00	DAY
10″ SUCTION OR DISCHARGE HOSE	170.00	DAY
12″ SUCTION OR DISCHARGE HOSE	200.00	DAY
14″ SUCTION OR DISCHARGE HOSE	225.00	DAY
16″ SUCTION OR DISCHARGE HOSE	240.00	DAY
18″ SUCTION OR DISCHARGE HOSE	260.00	DAY
2″ CHEMICAL SUCTION OR DISCHARGE HOSE	100.00	DAY
3″ CHEMCIAL SUCTIN OR DISCHARGE HOSE	130.00	DAY
SMALL COMPRESSOR	125.00	DAY
185 CFM COMPRESSOR	145.00	DAY
AIRHOSE SECTION	80.00	DAY
Miscellaneous Equipment	**Cost**	**Unit**
Description		
PORTABLE LIGHT STAND	400.00	DAY
4000-5000 WATT GENERATOR	4500.00	DAY
ELECTRICAL CORD SECTION (50’)	80.00	DAY
SPIKE BAR	25.00	DAY
AIRLESS SPRAYER	65.00	DAY
PRESSURE WASHER	110.00	DAY

WATER HOSE SECTION (GARDEN)	40.00	DAY
CUTTING TORCH	60.00	EACH
WIRE WELDER	130.00	DAY
AIR BLOWER	70.00	DAY
HEPA VAC	80.00	DAY
BARREL CART	35.00	DAY
WHEELBARROW	20.00	DAY
OIL DRY SPREADER	60.00	DAY
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.	250.00	DAY
DRILL WITH BITS	15.00	DAY
GROUNDING CABLE AND ROD	10.00	DAY
CIRCULAR SAW	30.00	DAY
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	70.00	DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	45.00	DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	45.00	DAY
STEP LADDERS	35.00	DAY
EXTENSION LADDERS	45.00	DAY
PHOTOGRAPHIC EQUIPMENT	90.00	DAY
PORTA JOHN	150.00	DAY
FLASHLIGHTS	20.00	EACH
HANDHELD RADIOS	70.00	DAY

DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	200.00	EACH
Materials / Disposables	**Cost**	**Unit**
Description		
5" X 10' ABSORBENT BOOM – PETROLEUM	160.00	EACH
8" X 10' ABSORBENT BOOM – PETROLEUM	170.00	EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL	200.00	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	400.00	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	300.00	EACH
ABSORBENT CLAY BAG	75.00	EACH
OIL DRY	65.00	EACH
PEAT MOSS	30.00	EACH
VERMICULITE	450.00	EACH
SODA ASH BAG	45.00	EACH
4 MIL 20 X 100 POLYETHYLENE	10.00	EACH
6 MIL 20 X 100 POLYETHYLENE	50.00	ROLL
6 MIL BAGS	45.00	EACH
DUCT TAPE	10.00	ROLL
55- GALLON DRUMS	140.00	EACH
55- GALLON DRUMS LINER 10 MIL	40.00	EACH
FIBER DRUMS	155.00	EACH

30- GALLON OVERPACK	70.00	EACH
95 GALLON POLY OVERPACK	200.00	EACH
DOT HAZARDOUS WASTE LABELS	40.00	EACH
FIRE EXTINGUISHER	120.00	EACH
CAUTION/HAZARD TAPE	30.00	EACH
RESPIRATOR WIPES	20.00	EACH
KAPPLER TAPE	50.00	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add 0.25 per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add 0.25 per cubic yard.

3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.

4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.

5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.

6. Invoices to be based on incoming and/or outgoing load tickets.

7. Measured at 4.5 feet above ground.

8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	75,000	7.00	$525,000.00	95.00
	16 to 30.99 miles	120,000	7.50	$900,000.00	100.00
	31 to 60.99 miles	50,000	8.50	$425,000.00	125.00
	Greater than 61 miles	5,000	9.50	$47,500.00	145.00
2	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	25,000	8.00	$200,000.00	120.00
	16 to 30.99 miles	35,000	8.50	$297,500.00	125.00
	31 to 60.99 miles	15,000	9.50	$142,500.00	145.00
	Greater than 61 miles	1,000	10.50	$10,500.00	165.00

3	**Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	18.75	$9,375.00	145.00
	16 to 30.99 miles	500	20.75	$10,375.00	165.00
	31 to 60.99 miles	200	26.00	$5,200.00	185.00
	Greater than 61 miles	100	31.00	$3,100.00	225.00
4	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	500	21.50	$10,750.00	170.00
	16 to 30.99 miles	500	27.50	$13,750.00	190.00
	31 to 60.99 miles	200	31.50	$6,300.00	235.00
	Greater than 61 miles	100	36.50	$3,650.00	265.00

5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	200,000	2.00	$400,000.00	20.00
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	175,000	3.95	$691,250.00	35.00
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	25,000	3.00	$75,000.00	30.00

8	**Haul-Out of Reduced Debris to City-Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	**Estimated Quantity**	**$ Per Cubic Yard**	**Total**	**$ Per Ton (Alternate)**
	0 to 15.99 miles	10,000	4.95	$49,500.00	45.00
	16 to 30.99 miles	15,000	5.15	$77,250.00	55.00
	31 to 60.99 miles	25,000	6.15	$153,750.00	65.00
	Greater than 61 miles	20,000	7.15	$143,000.00	75.00
9	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	**Estimated Quantity**	**$ Per Tree**	**Total**	
	6-inch to 12.99-inch diameter	1,500	150.00	$225,000.00	
	13-inch to 24.99-inch diameter	1,000	250.00	$250,000.00	
	25-inch to 36.99-inch diameter	750	350.00	$262,500.00	
	37-inch to 48.99-inch diameter	300	495.00	$148,500.00	
	49-inch and larger diameter	100	595.00	$59,500.00	
	Hanger Removal (per Tree)	3,000	98.00	$294,000.00	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

10	**Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	**Estimated Quantity**	**$ Per Stump**	**Total**
	24.0-inch to 36.99-inch diameter	500	275.00	$137,500.00
	37-inch to 48.99-inch diameter	250	375.00	$93,750.00
	49-inch and larger diameter	50	475.00	$23,750.00
11	**ROW White Goods Debris Removal** Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	**Estimated Quantity**	**$ Per Unit**	**Total**
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	45.00	$11,250.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500	35.00	$17,500.00

12	**Used Electronics Removal** Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	**Estimated Quantity**	**$ Per Unit**	**Total**	
		250	10.00	$2,500.00	
13	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	**Estimated Quantity**	**$ Per Pound**	**Total**	
		10,000	2.00	$20,000.00	
14	**Abandoned Vehicle Removal** Work consists of the removal and transport of eligible abandoned vehicles.	**Estimated Quantity**	**$ Per Unit**	**Total**	
	Passenger Car	50	150.00	$7,500.00	
	Single Axle	25	350.00	$8,750.00	
	Double Axle	25	450.00	$11,250.00	

15 **Abandoned Vessel Removal** Work consists of the removal and transport of eligible abandoned vessels.	**Estimated Quantity**	**$ Per Unit**	**Total**
Vessels less than 20 linear feet	75	750.00	$56,250.00
Vessels 21 linear feet and greater	50	1500.00	$75,000.00
16 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**Estimated Quantity**	**$ Per Pound**	**Total**
	50	2.00	$100.00
Total	**$** 5,904,850.00		

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.**

TFR Enterprises, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Tipton F. Rowland

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

Signature of vendor doing business with the governmental entity

11/24/2025

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Tipton F. Rowland, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of TFR Enterprises, Inc. the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title CEO

Subscribed and sworn to me this 24 day of November 2025.

By: Thayne Alexis Tipton

THAYNE ALEXIS TIPTON
Notary Public, State of Texas
Comm. Expires 08-29-2027
Notary ID 134530881

Notary Public

My commission expires 08/29/2027

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: 11/24/2025

Company/Vendor Name: TFR Enterprises, Inc.

Printed Name and Title: Tipton F. Rowland, CEO

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: TFR Enterprises, Inc.
(Full, correct legal name)

- Address: 601 Leander Drive, Leander TX 78641
- Telephone/Fax: 512-260-3322, 512-528-1942
- Email address: tiffany@tfrinc.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? Leander, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Tiffany Jean - Contract Manager
Address: 601 Leander Drive, Leander TX 78641
Telephone: 512-260-3322, 512-565-0710 (24-Hour)
Fax: 512-528-1942
Email: tiffany@tfrinc.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

HOUSE BILL 89 VERIFICATION

I, Tipton F. Rowland, the undersigned representative of

TFR Enterprises, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Tipton F. Rowland, CEO

TYPE/PRINT NAME AND TITLE:

11/24/2025

DATE:

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

Please see complete summary of all litigation in the past 10 years on the following page.

Litigation

Below is a list of all litigation involving TFR Enterprises, Inc. within the past ten years, including cases that are pending, settled, dismissed, or abandoned.

Year	Type of Action	Title of Action	TFR Enterprises Status	Nature of Action	Outcome
2022	Arbitration	In the matter of Arbitration between Core Tree Care, Inc vs. TFR Enterprises, Inc	Claimant	Payment Dispute- TFR withheld retainage	Settlement agreement reached- pending final paperwork
2019	Lawsuit	TFR Enterprises, Inc vs. Florida Department of Transportation, Target Engineering Group, LLC., formerly known as Target Engineering Group, Inc.	Plaintiff	Non-payment for Services	Settled

Core Tree Care
Core Tree filed this arbitration demand seeking payment of retainage TFR rightfully withheld due to Core Tree's failure to timely and properly perform and provide the necessary number of trucks related to certain TFR projects with the Florida Department of Transportation. TFR is permitted to withhold retainage to offset the fees and expenses incurred in connection with Core Tree's failures, which it did. TFR is vigorously defending against this arbitration. **The parties have reached a settlement agreement whereby TFR agreed to pay Core Tree $55,250, and the parties canceled the arbitration. TFR is awaiting final paperwork from Core Tree to send the settlement amount to Core Tree.**

Florida Department of Transportation
After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job contracted by the Florida Department of Transportation, TFR was forced to file suit to protect the interests of its local subcontractors, the Company, and other vendors. Despite repeated requests by TFR to amicably resolve this matter, FDOT provided no reasonable grounds for refusing payment (all payments were for work authorized and completed as evidenced by signed debris tickets or other comparable support). TFR spent almost two years negotiating with FDOT to resolve the nonpayment without the need for formal legal proceedings. TFR only undertook formal legal action after exhausting all other avenues failed and when FDOT refused to resolve this matter in good faith. **Settled.**

SENATE BILL 13 VERIFICATION

I, Tipton F. Rowland, the undersigned representative of

TFR Enterprises, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Tipton F. Rowland, CEO

TYPE/PRINT NAME AND TITLE:

11/24/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Tipton F. Rowland, the undersigned representative of

TFR Enterprises, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Tipton F. Rowland, CEO

TYPE/PRINT NAME AND TITLE:

11/24/2025

DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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 TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 319-366-2723 **FAX (A/C, No):** 319-862-0612 **E-MAIL ADDRESS:** certs@truenorthcompanies.com
INSURED TFRENTE-01 TFR Enterprises Inc 601 Leander Dr Leander TX 79641	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Carolina Casualty Insurance Company 10510 **INSURER B :** Nautilus Insurance Company 17370 **INSURER C :** Key Risk Insurance Company 10885 **INSURER D :** Travelers Lloyds Insurance Company 41262 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 614476908 **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 X PRO-JECT LOC OTHER:			ECP2043137-11	3/31/2025	3/31/2026	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 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP2043139-11	3/31/2025	3/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			FFX2043138-11	3/31/2025	3/31/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BIN120655163	3/31/2025	3/31/2026	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 D	Pollution Liability Leased/Rented Equipment			ECP2043137-11 QT-660-2W270233-TLC-25	3/31/2025 3/31/2025	3/31/2026 3/31/2026	Occurrence Limit Limit	1,000,000 700,000

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

In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form ECP 1246 01/21(ongoing operations), form ECP 1248 01/21 (completed operations) and Auto Liability form BENV CA06 09/17 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form ECP 1259 01/21, Automobile Liability form CA 0444 10/13 and Workers Compensation form WC420304B 06/14 apply.

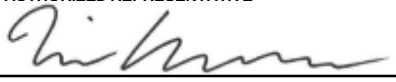
CERTIFICATE HOLDER

Information 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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STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND CONTRACTOR, INC. FOR DISASTER DEBRIS REMOVAL & RECOVERY SERVICES FOR THE CITY OF EDINBURG**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and CONTRACTOR (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not

create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.

5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed

under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. 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.

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

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

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

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. 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 within 30 days 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. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 seven (7) 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 VI
TERM OF AGREEMENT

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial contract term will be for three (3) years with the first year ending in December 31, 2026. The City may, in its sole discretion, determine to extend the term of this Agreement for an additional two (2) one-year terms allowing for a five (5) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI"). If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 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 Services 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 Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) 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 Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others

incurring loss or injury as a result of the acts of 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 State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

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

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

I. 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 become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in

accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
COMPLIANCE STANDARDS

The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to

benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIII
INDEMNIFICATION

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 but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
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 Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
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 XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 condition 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 XVII
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 XVIII
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:

Name
Address
City, State, Zip
Attn.:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION IXX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XX
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 XXI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XXII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Josephine Ramirez Solia, City Attorney

CONTRACTOR

BY:_____
Name
Address
City, State, Zip
Phone:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal

Exhibit "B" Insurance

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND CERES ENVIRONMENTAL SERVICE, INC. FOR DISASTER DEBRIS REMOVAL & RECOVERY SERVICES FOR THE CITY OF EDINBURG**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Ceres Environmental Service, Inc. (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not

create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.

5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed

under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. 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.

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

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

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

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. 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 within 30 days 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. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 seven (7) 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 VI
TERM OF AGREEMENT

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial contract term will be for three (3) years with the first year ending in December 31, 2026. The City may, in its sole discretion, determine to extend the term of this Agreement for an additional two (2) one-year terms allowing for a five (5) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI"). If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 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 Services 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 Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) 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 Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others

incurring loss or injury as a result of the acts of 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 State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

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

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

I. 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 become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in

accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
COMPLIANCE STANDARDS

The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to

benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIII
INDEMNIFICATION

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 but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
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 Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
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 XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 condition 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 XVII
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 XVIII
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:

Ceres Environmental Service, Inc.
6968 Professional Parkway
Sarasota, FL 34240
Attn.: Tia Laurie

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION IXX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XX
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 XXI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XXII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

CERES ENVIRONMENTAL SERVICES, INC.

BY:_____
Tia Laurie
Corporate Secretary
6968 Professional Parkway
Sarasota, FL 34240
Phone: (800)218-4424
Fax: (866)228-5636
Email: tia.laurie@ceresenv.com

Attachments: Exhibit "A" Scope of Services and Proposal

Exhibit "B" Insurance

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DRC EMERGENCY SERVICES, LLC FOR DISASTER DEBRIS REMOVAL & RECOVERY SERVICES FOR THE CITY OF EDINBURG**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and DRC Emergency Services, LLC (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not

create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.

5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed

under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. 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.

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

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

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

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. 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 within 30 days 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. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request 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 seven (7) 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.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the 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 VI
TERM OF AGREEMENT

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial contract term will be for three (3) years with the first year ending in December 31, 2026. The City may, in its sole discretion, determine to extend the term of this Agreement for an additional two (2) one-year terms allowing for a five (5) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI"). If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 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 Services 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 Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) 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 Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others

incurring loss or injury as a result of the acts of 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 State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

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

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

I. 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 become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in

accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
COMPLIANCE STANDARDS

The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to

benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIII
INDEMNIFICATION

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 but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
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 Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
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 XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 condition 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 XVII
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 XVIII
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:

DRC Emergency Services, LLC
6702 Broadway St
Galveston, TX 77554
Attn.: Kristy Fuentes

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION IXX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XX
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 XXI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XXII
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

DRC EMERGENCY SERVICES, LLC

BY:_____
Kristy Fuentes
Vice President, Treasurer, Secretary
6702 Broadway St
Galveston, TX 77554
Phone: (504) 482-2852
Fax: (504) 482-2852
Email: kfuentes@drcusa.com

Attachments: Exhibit "A" Scope of Services and Proposal

Exhibit "B" Insurance

Bidders List

Email
info@prolificsuccessllc.com
manuelvilla88@gmail.com
belina@a1-wastemanagement.com
bids@acdisaster.com
aj3const@gmail.com
rfps@aftermathdisaster.com
olewis@pacearms.com
artilleryconstruction@gmail.com
procurement@ashbritt.com
bbuescher@blackbullcg.com
chandler.hotchkin@bureauveritas.com
ggathers@customtreecare.com
contact@ceresenv.com
robinodom@chemsolservices.com
content@constructconnect.com
llambert@constructionbidsource.com
construxenterprisesllc@gmail.com
rfp@crowdergulf.com
bids+opengov@davidfine.dev
lgarcia@drcusa.com
jolie@drcusa.com
brandon.hausenfluck@dumpsterdudez.com
estimating@gopeconstruction.com
cpat1102@yahoo.com
rfp@yourgovguide.com
kasey.hariman@icf.com
ksalinas21@hotmail.com
a.pineda@lareinesolutions.com
info@lsvsconstruction.com
bids@looksgreatservices.com
stevo@lozcon.com
admin@lyellco.com
doc.mirino@mygovwatch.com
martin.larinas@gmail.com
bids@pwxpress.com
disasterservices@pandj.com
roderabelda3@gmail.com
nastassia.barkouskaya@revstarconsulting.com

Email
audreanab@vaniticonsulting.com
sourcemanagement@deltek.com
bei@gosdr.com
hjromero1983@gmail.com
contact@southern-research.com
cc.daugherty@swcontracting.net
mcorcoran@taslp.com
tiffanyw@tfrinc.com
tiffany@tfrinc.com
bbastian@thompsoncs.net
services@trurefreshers.com
visualbidalerts@gmail.com
fabricio@wastesolutionsusa.com
yenvironmentalserv@yahoo.com

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.F.
Purchase and Installation of One Filter Assembly

1. **Agenda Item:**
Consider Authorizing the Purchase and Installation of One Stainless Steel Filter Assembly and Electric Butterfly Flush Assembly with Piping from Pump Mechanical Technical Services, LLC., Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 770-25 in the Amount Not to Exceed $96,011.00. [Jesus Saenz, Assistant City Manager]

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 Stainless Steel Filter Assembly and Electric Butterfly Flush Assembly with Piping from Pump Mechanical Technical Services, LLC at Los Lagos Golf Course is necessary to ensure stable and reliable operation of the golf course irrigation systems. The filter assembly plays a critical role in the irrigation process, which is essential for maintaining proper irrigation system performance.

The warranty for the pump and installation will be for one (1) year. The estimated timeline for this installation will be 90 to 180 days depending on item fabrication.

Funding is available within the Fiscal Year 2025-2026 Capital Outlay budget for Los Lagos Golf Course.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase and Installation of One Stainless Steel Filter Assembly and Electric Butterfly Flush Assembly with Piping from Pump Mechanical Technical Services, LLC., Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 770-25 in the Amount Not to Exceed $96,011.00

Reviewed by:

Prepared by:
Jesus Saenz, Assistant City Manager

Attachments:
A. Los Lagos Pump Installation Contract

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND PUMP MECHANICAL TECHNICAL SERVICES, LLC FOR THE INSTALLATION OF A STAINLESS-STEEL FILTER ASSEMBLY AND ELECTRIC BUTTERFLY FLUSH ASSEMBLY WITH PIPING AT LOS LAGOS GOLF COURSE**
COUNTY OF HIDALGO	**§**	
CONSTRUCTION CONTRACT	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Pump Mechanical Technical Services, LLC (PMTS)** (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional

standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Vendor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Vendor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. Vendor's obligations under this clause are in addition to the Vendor'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 Vendor for Vendor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

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

A. City agrees to pay Vendor **a sum not to exceed $96,011.00 as listed in Exhibit A**, for installation of a stainless-steel filter assembly and electric butterfly flush assembly with piping at Los Lagos Golf Course emergency equipment in police vehicles herein contracted pursuant to the unit price when a complete vehicle installation is completed, inspected and accepted as satisfactory by the City.

B. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

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

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

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

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

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

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

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor 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, Vendor shall, within seven (7) 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 Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Vendor following termination or expiration of this Agreement as defined below, the Vendor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) six months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit" B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

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

I. Vendor hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

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

SECTION XI
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

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

of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

Pump Mechanical Technical Services LLC
PO Box 1566
San Marcos, TX 78667
Ric Martinez Sr.
Owner/General Manager

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2026.

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez-Solis
City Attorney

PUMP MECHANICAL TECHNICAL SERVICES, LLC

BY:_____
Ric Martinez
Owner/General Manager
PO Box 1566
San Marcos, TX 78667
(512) 743-7867

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" SCOPE OF SERVICES AND PROPOSAL TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

ESTIMATE

Date	Estimate #
2/10/2026	E11-03324
VALID FOR 30 DAYS ONLY	

Pump Mechanical Technical Services, LLC

PO Box 1566
San Marcos, TX 78667

Name / Address
City of Edinburg Att: AP 1720 S Raul Longoria Rd Edinburg, TX 78542

Terms	FOB	P.O. No.	Project
ON Receipt			SS Filter Assembly with EBV piping-0126

Description	Qty	Rate	Total
**********BUY BOARD # 770-25********** STAINLESS STEEL FILTER ASSEMBLY and Electric Butterfly flush assembly with Piping Station Filtration and Controls •QTY (1) 10IN SS Filter(s) with Full 316SS Body, Dual Stage 300-micron Self Cleaning Filtration System, and Low Waste Automatic Flush Assembly oValving and Piping *10IN Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity *2IN Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity *10IN Globe Check Valve with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock *2IN x 4IN 304SS Flush Line Assembly Piped to Skid's Edge Lead Time: 12-20 Weeks Following Approved Drawings MCI Flowtronex reserves the right to substitute alternate products for any named brand products based on availability. Additional Warranty items	1	77,131.00	77,131.00T

****PMTS 90 DAY LABOR WARRANTY ON WORKMANSHIP ONLY WITH VALID INSPECTION.**
****MANUFACTURER(S) PARTS ONLY WARRANTY UNLESS OTHERWISE SPECIFIED IN WRITING BY PMTS.**
****LABOR AND SEALS TO PULL AND RE-INSTALL FOR WARRANTY INSPECTIONS BY AUTHORIZED PUMP OR MOTOR SERVICE CENTER IS NOT INCLUDED.**

** Beginning Feb 15,2025 , if paying with credit card there will be a 3% convience fee on transactions of $10,000 or more. Please reach out to Angie@Pmtservice for any questions regarding this change.

Subtotal	
Sales Tax (0.0%)	
Total	

Fax #	E-mail	Web Site
	ANGIE@PMTSERVICE.COM	WWW.PMTService.com

Signature

ESTIMATE

Date	Estimate #
2/10/2026	E11-03324
VALID FOR 30 DAYS ONLY	

Pump Mechanical Technical Services, LLC

PO Box 1566
San Marcos, TX 78667

Name / Address
City of Edinburg Att: AP 1720 S Raul Longoria Rd Edinburg, TX 78542

Terms	FOB	P.O. No.	Project
ON Receipt			SS Filter Assembly with EBV piping-0126

Description	Qty	Rate	Total
•1-year warranty on Station Filter Assembly ********** FACTORY CERTIFIED SERVICE AND TRAINING EDINBURG, TX (4 TECHS) TRAVEL TO SITE, PUT SYSTEM IN BYPASS MODE. INSTALL NEW FILTER ASSEMBLY (10"), CHECK VALVE ASSEMBLY, GASKETS, HARDWARE. MOUNT NEW ELECTRIC BUTTERFLY VALVE ASSEMBLY, INSTALL NEW FLUSH PIPING AND CONNECT TO CUSTOMERS EXISTING FILTER FLUSH LINE. RUN CONTROLS WIRING TO ALL FILTER COMPONENTS REQUIRED AND TERMINATE. TEST AND TUNE OPERATION OF FILTER ASSEMBLY. PROVIDE OWNER TRAINING.	1	18,880.00	18,880.00T

****PMTS 90 DAY LABOR WARRANTY ON WORKMANSHIP ONLY WITH VALID INSPECTION.**
****MANUFACTURER(S) PARTS ONLY WARRANTY UNLESS OTHERWISE SPECIFIED IN WRITING BY PMTS.**
****LABOR AND SEALS TO PULL AND RE-INSTALL FOR WARRANTY INSPECTIONS BY AUTHORIZED PUMP OR MOTOR SERVICE CENTER IS NOT INCLUDED.**

** Beginning Feb 15,2025 , if paying with credit card there will be a 3% convience fee on transactions of $10,000 or more. Please reach out to Angie@Pmtservice for any questions regarding this change.

Subtotal	$96,011.00
Sales Tax (0.0%)	$0.00
Total	$96,011.00

Fax #	E-mail	Web Site
	ANGIE@PMTSERVICE.COM	***WWW.PMTService.com***

Signature _____

EXHIBIT "B" INSURANCE CERTIFICATE
TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND VENDOR FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2026

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
Huddleston & Company
PO Box 310647
New Braunfels TX 78131

CONTACT NAME: Erika Braune
PHONE (A/C, No, Ext): 830-625-7502 **FAX (A/C, No):** 830-643-0626
E-MAIL ADDRESS: Erika@hud-company.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Ins Co	45520
INSURER B : Progressive County Mutual Insurance Company	29203
INSURER C : Texas Mutual	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pump Mechanical Technical Service LLC
PMTS
P.O. Box 1566
San Marcos TX 78667

COVERAGES **CERTIFICATE NUMBER:** 20260106112419443 **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:	N	N	EPK165648	12/19/2025	12/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	867169278	12/19/2025	12/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 5,000	N	N	EFX142280	12/19/2025	12/19/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001262436	12/20/2025	12/20/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificates are issued upon written request.
General Liability and Auto Liability include automatic additional insured if required by written agreement. General Liability, Business Auto and Workers' Compensation all provide Blanket Waiver of Subrogation, once again, if required by written agreement. The Umbrella is form following.

CERTIFICATE HOLDER

For Bid Purposes

Email: angie@pmtservice.com

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 Erika S Braune

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.G.
Special Waste Disposal Services Agreement between the City of Edinburg and Republic Services

1. Agenda Item:

Consider Authorizing the Ratification of a Special Waste Disposal Services Agreement for Non-Hazardous Waste between the City of Edinburg and Republic Services, executed pursuant to emergency procurement authority. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

During the excavation of the property located at 201 North Closner Boulevard, a petroleum presence was determined. Ensuring conformance with TCEQ and EPA, a remediation plan was developed, which included immediate removal and disposal of the soil. Currently, the City of Edinburg landfill is not permitted to accept Class 1 Industrial Waste, and as such, it was required that other permitted disposal facilities be considered.

Out of three requested quotations, Republic Waste presented the most advantageous proposal. The City entered into an emergency Special Waste Disposal Services Agreement with Republic Services, a qualified contractor, permitted to transport and accept Class 1 Industrial Waste at their facility (La Gloria landfill), in compliance with applicable federal, state, and local regulations.

Execution of the agreement allowed the City to promptly address and mitigate any potential hazards. City Council ratification of the emergency contract is requested to formally approve the agreement and confirm the actions taken under the City's emergency procurement authority.

Costs associated with the Special Waste Disposal Services Agreement are consistent with the emergency response needs and will be funded through Fund 140-Series 2021A in the amount not to exceed $141,298.65.

Staff has verified that no monies are owed to the City by Republic Services.

3. Staff's Recommendation:

Approve the ratification of the Special Waste Disposal Services Agreement for Non-Hazardous Waste between the City of Edinburg and Republic Services, as executed pursuant to emergency procurement provisions.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

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

Attachments:

A. Emergency Purchase Request
B. Special Waste Disposal Services Agreement

REPUBLIC (LA GLORIA)

DISPOSAL CHARGES

YARDS	950
TON CONVERSION	1283
LOAD TONNAGE	19.50
TRK LOADS	66

TON	$	80.00	$	1,560.00
ENVIRONMENTAL FEE/ LD	$	19.71	$	19.71
STATE FEE	$	0.94	$	18.33
FUEL RECOVERY SURCHARGE		9.05%	$	144.62
TOTAL TICKET (ESTIMATED)			**$**	**1,742.66**
PROFILE REVIEW	$	-	$	-
MANIFESTING	$	-	$	-
TOTAL DISPOSAL ESTIMATE			$	114,613.58

HAUL ETIMATES / LD

YGRIEGA	$	385.00	$	25,321.15
GS	$	550.00		
Southern Star (Needs EPA #)	$	275.00		
CONTINGENCY (MISC)		15%	$	20,990.21
(DOCUMENTATION / STAND BY CHARGES/ WASHOUTS/ DRY RUNS/ STOPPAGE TIME)				
TOTAL JOB WITH LOWEST HAUL			**$**	**160,924.94**

AUDIT

TOTAL PROJECT W/O CONTINGENCY	$	139,934.73
ESTIMATED COST PER LOAD	$	2,127.66

REPUBLIC - TURN KEY

DISPOSAL CHARGES

YARDS	950
TON CONVERSION	1283
LOAD TONNAGE	19.50
TRK LOADS	66

TON	$	61.99	$	1,208.81
ENVIRONMENTAL FEE/ LD	$	19.71	$	19.71
STATE FEE	$	-	$	-
FUEL RECOVERY SURCHARGE		0.00%	$	-
TOTAL TICKET (ESTIMATED)			**$**	**1,228.52**
LINER	$	80.00	$	1,560.00
MANIFESTING/ ADMIN FEE	$	5.95	$	391.33
TOTAL DISPOSAL ESTIMATE			$	82,749.81

HAUL ETIMATES / LD

REPUBLIC	$	609.99	$	40,118.57
CONTINGENCY (MISC)		15%	$	18,430.26
(DOCUMENTATION / STAND BY CHARGES/ WASHOUTS/ DRY RUNS/ STOPPAGE TIME)				
TOTAL JOB WITH LOWEST HAUL			**$**	**141,298.64**

AUDIT

TOTAL PROJECT W/O CONTINGENCY	$	122,868.39
ESTIMATED COST PER LOAD	$	1,868.17

WASTE MANAGEMENT (COVEL GARDES - SAN ANTONIO)

DISPOSAL CHARGES

YARDS	950
TON CONVERSION	1283
LOAD TONNAGE	19.50
TRK LOADS	66

TON	$	70.00	$	1,365.00
SURCHARGE		6.80%	$	92.82
WMM FEE		18.90%	$	257.99
STATE FEE	$	0.94	$	18.33
TOTAL TICKET (ESTIMATED)			**$**	**1,734.14**
PROFILE REVIEW	$	50.00	$	50.00
MANIFESTING	$	180.00	$	180.00
TOTAL DISPOSAL ESTIMATE			$	114,282.73

HAUL ETIMATES / LD

SOUTHERN STAR	$	1,425.00	$	93,721.15
YGRIEGA	$	1,450.00		
CONTINGENCY (MISC)		15%	$	31,200.58
(DOCUMENTATION / STAND BY CHARGES/ WASHOUTS/ DRY RUNS/ STOPPAGE TIME)				
TOTAL JOB WITH LOWEST HAUL			**$**	**239,204.46**

AUDIT

TOTAL PROJECT W/O CONTINGENCY	$	208,003.88
ESTIMATED COST PER LOAD	$	3,162.63

REPUBLIC - US ECOLOGY (ROBSTOWN)

DISPOSAL CHARGES

YARDS	950
TON CONVERSION	1283
LOAD TONNAGE	19.50
TRK LOADS	66

TON	$	-	$	-
ENVIRONMENTAL FEE/ LD	$	-	$	-
STATE FEE	$	-	$	-
FUEL RECOVERY SURCHARGE		0.00%	$	-
TOTAL TICKET (ESTIMATED)			**$**	-
PROFILE REVIEW	$	-	$	-
MANIFESTING	$	-	$	-
TOTAL DISPOSAL ESTIMATE			$	-

HAUL ETIMATES / LD

YGRIEGA	$	-	$	-
CONTINGENCY (MISC)		15%	$	-
(DOCUMENTATION / STAND BY CHARGES/ WASHOUTS/ DRY RUNS/ STOPPAGE TIME)				
TOTAL JOB WITH LOWEST HAUL			**$**	-

SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile No: 4866263415

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") **City of Edinburg**	
ATTN: **Ramiro Gomez**	
ADDRESS **415 W University Dr**	
Edinburg, TX	**78542**
CITY STATE **956-381-5635**	ZIP CODE
TEL. NO. **rgomez@cityofedinburg.com**	FAX NO.

LANDFILL FACILITY ("Company")	
LEGAL ENTITY NAME **La Gloria LF/Desarrollo del Rancho La Gloria**	
ADDRESS **23485 N. Moorefield Rd, Edinburg, TX, 78541**	
CITY STATE	ZIP CODE
TEL. NO.	FAX NO.
AUTHORIZED BY: **Jesus Lopez**	TITLE **Special Waste Executive**
CONTACT **956-583-0022**	TITLE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Generator agrees to dispose of all Acceptable Waste (as defined in Section 6) in their possession, or which they receive, that is applicable to the Special Waste Profile listed herein at the Facility designated above. Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).
2. **Rates:**

A. Rates for Disposal:

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Contaminated Soil	Bulk	$61.99/ton + fees	**NO FRF**, Environmental, Late and Administrative Fees	**Transport $639.99/load.** Dry Run $449.99. Stoppage time $115.99
		$250 min. disposal fee		$450.99 Washout for up to 500 gallons of water, if needed.

Additional Information: All loads must be manifested. Class 1 only. Liner $79.99 each. **NO FRF.** Environmental Fee is $19.71/load, $5.95 administrative fee.

All terms and conditions are to the extent allowed by law.

Cannot Exceed Daily Volume of _____ Without Prior Approval of Company.

B. Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) _____

2) _____

C. Taxes, Fees & Other Charges. Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement. .** This Agreement is effective for 11 months beginning on 01/13/2026 (the "Initial Term") and shall automatically renew for successive 1 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

_____
SIGNATURE (AUTHORIZED REPRESENTATIVE)

Myra L. Ayala, City Manager
NAME AND TITLE (PLEASE PRINT)

DATE: 1/15/2026

COMPANY

_____
SIGNATURE (AUTHORIZED REPRESENTATIVE)

_____
NAME AND TITLE (PLEASE PRINT)

DATE: _____

4. **The Agreement.** This agreement of the parties ("Agreement") for the exclusive right to disposal of all Acceptable Waste that Generator possesses applicable to the Special Waste Profile listed herein, and shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").

5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").

6. **Acceptable Waste**. Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.

8. **Limited License to Enter**. This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.

9. **Charges and Payment**. Payment shall be made by Generator within twenty (20) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.

10. **Termination/Suspension**. Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days' notice to Generator.

11. **Personnel Knowledge and Authority**. Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.

13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	$1,000,000General Liability
$1,000,000 combined single limit	
Automobile Liability (if Generator hauling)	$1,000,000 combined single limit.

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form." Said polices shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform**. Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.

15. **Assignment; Performance of Services**. Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.

16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.

17. **Continuing Compliance**. The Generator has a continuing obligation to inform the Company of any latest information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.

18. **Miscellaneous.**

(A) This Agreement shall be governed by the laws of the State in which the Facility is located.
(B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
(C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
(D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
(E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
(F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
(G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
(H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
(I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement

19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. If Customer fails to deliver all of its Acceptable Waste to Republic, then Customer shall pay Republic an amount equal to the then current disposal rate per ton for all tonnage not provided to Republic. The parties agree that in the event Customer fails to provide all Acceptable Waste then actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable, and objective estimate of the actual damages to Republic, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: _____ COMPANY: _____ DATE: _____

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2026

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: Illinois Union Insurance Company	27960
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2942338** **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 [ ] PROJECT [ ] LOC [ ] OTHER: _____			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE	$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 10,000,000
							GENERAL AGGREGATE	$ 30,000,000
							PRODUCTS -COMP/OP AGG	$ 20,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ] [ ]			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026 06/30/2026	[X] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4866 - Named Insured Includes: Desarrollo del Rancho La Gloria TX, LP - Dba: La Gloria Landfill

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY BLVD
EDINBURG, TX 78542
United States

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: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2942338**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured Includes: City of Edinburg, TX, when required by written contract

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.H.
FY 2026 Agreement with DEA supporting the Homeland Security Task Force (HSTF) Program

1. **Agenda Item:**
Consider Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), supporting the Homeland Security Task Force (HSTF) Program. [Jaime Ayala, Chief of Police]

2. **Description:**
The U.S. Department of Justice, Drug Enforcement Administration (DEA), will reimburse the City of Edinburg overtime funding for the assignment of one officer to work with DEA and support the Homeland Security Task Force (HSTF) Program. The officer will work jointly with DEA to conduct duties that include, but not limited to:

• disrupt the illicit drug traffic in the Edinburg, Texas, area by immobilizing targeted violators and trafficking organizations; and,
• gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
• conduct essential and authorized undercover operations and assist and engage in all traditional and routine investigations that will result in successful and effective Grand Jury indictments and/or Federal or State Court prosecutions.

Subject to the available annual appropriated funds, DEA will reimburse the City of Edinburg Police Department for overtime worked by the assigned officer.

The term of this agreement shall be effective from October 1, 2025 until September 30, 2026.

The cooperative agreement will allow the City to be reimbursed up to $22,155.25 in overtime funds for FY 2026, from the U.S. Department of Justice. The Police Department will benefit from supporting the Homeland Security Task Force (HSTF) Program due to asset forfeitures, seized vehicles and equipment. This agreement will allow one officer to support the Homeland Security Task Force (HSTF) Program.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), supporting the Homeland Security Task Force (HSTF) Program.

Reviewed by:
Jaime Ayala, Chief of Police

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

Attachments:

A. HSTF SILO Cost Reimbursement Agreement FY26

FY 2026 Homeland Security Task Force
Strategic Initiatives/Local Overtime
Cost Reimbursement Agreement

This Agreement is between the below-named State/Local Law Enforcement Organization and Sponsoring Federal Agency directly supporting the Homeland Security Task Force (HSTF) Program. Pursuant to the Congressional appropriations, the Drug Enforcement Administration (DEA) receives authority to pay overtime for police officers assigned to the formal HSTF, who are incurring necessary expenses for detection, investigation, and prosecution of crimes against the United States.

It is hereby agreed between the Drug Enforcement Administration , and

State/Local Agency: Edinburg Police Department
Street Address: 1702 S Closner Blvd.
City, State, Zip code, Telephone: Edinburg, Texas 78539
Financial Contact (POC): Mary Gonzalez
Financial Contact Telephone/email: (956) 289-7756
Tax EIN/UEI: KXYWWJZLA2Y9

1. Commencing upon execution of this Agreement, the DEA will, subject to the availability of required funding, reimburse Edinburg Police Department for overtime payments made to officers assigned to/or and working HSTF Investigations or Strategic Initiatives.

2. Reimbursement requests must be submitted to DEA via invoice.Houston@dea.gov within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in December, the Reimbursement Request for the December overtime should be submitted no later than January 30th. The reimbursement request must be approved by the appropriate Supervisor (or designee) at DEA prior to reimbursement.

3. Overtime reimbursement payments from the sponsoring agency will be made via electronic funds transfer (EFT) directly to Edinburg Police Department . To facilitate EFT, Edinburg Police Department shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. A verification of banking information is required on an annual basis to keep payment information current. For additional information regarding procedures related to reimbursements, contact your agency's Regional Coordinator or Program Analyst.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, overtime payments, including all other, non-HSTF Federal sources (such as Safe Streets, HIDTA, IRS, FEMA, etc.) may not, on an annual/fiscal year basis exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The Federal fiscal year runs from October 1st through September 30th. The pay cap amount changes annually and State/Local entities should reference the current fiscal year amount on their

HSTF Case and Participant Form. The State/Local Organization is responsible for ensuring the annual payment is not exceeded.

5. The Edinburg Police Department must complete annually the HSTF Case and Participant Request Form, listing the law enforcement officers assigned full-time/part-time to the HSTF and as such are entitled to overtime reimbursement. Based on the needs of the HSTF, this number may change periodically, upward or downward, as approved in advance.

6. The request for reimbursement shall include an invoice number, invoice date, the officer's name, overtime compensation rate, number of reimbursable hours for overtime claimed, and the dates of those hours for each officer for whom reimbursement is sought. This information must be submitted to the invoice.Houston@dea.gov for reimbursement to be paid.

7. Requests for reimbursement shall be submitted monthly, and all requests shall be received no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2026, shall be received monthly and not later than December 31, 2026. The DEA is not obligated to reimburse any requests received untimely and not in accordance herewith.

8. If an Agreement does not have a bill submitted within ninety (90) days of the Agreement funding date, or within sixty (60) days of when the last bill was submitted, funds will be de-obligated. Furthermore, if a State/Local Law Enforcement Organization determines there will be no additional work performed under a particular Agreement, a funding change notification email should be sent to the Regional Coordinator/Program Analyst, identifying the amount to be de-obligated as soon as possible.

9. Only sworn law enforcement officers are eligible for reimbursement in this program. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

10. HSTF will only reimburse an actual dollar ($) amount paid to the officer for overtime worked, any additional benefit or administrative fees (including compensation time) will NOT be reimbursed.

11. The State/Local Organization will comply with Title VI of the Civil Rights Act of 1964 and requirements applicable to HSTF Agreements pursuant to the regulations of the Department of Justice (see, 28C.F.R. Part 42, Subparts C and G; 28C.R.R.50.3 (1993)) relating to discrimination of the grounds of race, color, sex, age, national origin, or handicap.

12. The Agreement is effective upon signatures of all parties and will remain in effect for the duration of Edinburg Police Department's participation on the HSTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the HSTF. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

State/Local Signature	SFA Signature
Signature of State/Local Agency	Signature of Sponsoring Federal Agency
Print State/Local Name	Sponsoring Agency Print Name
Print Name	Print Name
Chief of Police	SFA Title
Title	Title
Edinburg Police Department	Drug Enforcement Administration
State/Local Agency	Sponsoring Federal Agency
Date	Date
Date	Date

RC Signature

Signature of Sponsoring Agency Regional Coordinator

RC Print Name

Print Name

Date

Date

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.I.
Professional Services Agreement with Pathfinder

1. **Agenda Item:**
Consider Authorizing the City Manager to Extend the Professional Services Agreement with Pathfinder Public Affairs for the City of Edinburg as Amended. [Myra L. Ayala, City Manager]

2. **Description:**
Pathfinder Public Affairs will continue to provide consulting services to the City of Edinburg. Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the City. Additional services provided will include attendance at legislative hearings, summaries and reports of those hearings, and meetings with the City management team.

This agreement is a two-year extension and will terminate on November 15, 2027.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Extend the Professional Services Agreement with Pathfinder Public Affairs for the City of Edinburg as amended.

Reviewed by:

Prepared by:
Myra L. Ayala, City Manager

Attachments:
A. Amendment No. 1 Pathfinder

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND PATHFINDER PUBLIC AFFAIRS

This Amendment Number One (1) is entered into by and between the City of Edinburg (hereinafter called **"City"**), and Pathfinder Public Affairs, (hereinafter referred to as **"Pathfinder"**).

RECITALS

WHEREAS, on December 5, 2023, the City Council of Edinburg approved an Agreement with Pathfinder, for Consultant Services (hereinafter referred to as the "Agreement"), which is attached hereto and incorporated by reference as "Exhibit A"; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of services and period of performance as well as to modify the existing scope of services as further delineated below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that this Amendment Number One (1) to the Agreement, shall be hereby amended as follows:

1. The Term of the Agreement, to include the period of performance for the consulting services to be provided, shall be extended from November 15, 2025 through November 15, 2027.
2. The Scope of Services shall be modified by agreement to include the services outlined in the Attached Exhibit "B". The City Manager shall be the designated representative authorized to approve any further change in services, as necessary.
3. The Parties agree that any further amendments and/or modifications to the terms and conditions of the Agreement shall be made in writing and by agreement of both City and Pathfinder.

All other provisions of the Agreement not specifically in conflict with this Amendment, shall remain the same and shall remain in full force and effect.

This Amendment Number One (1) to the Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in duplicate originals on this on this _____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661 Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

Pathfinder Public Affairs

BY:_____
Rene Ramirez
Pathfinder Public Affairs
1508 S. Lone Star Way, Unit 1
Edinburg, Texas 78539

Attachments: Exhibit "A" Agreement
Exhibit "B" Scope of Services

EXHIBIT “A”

AGREEMENT
BETWEEN CITY OF EDINBURG
AND PATHFINDER

EXHIBIT “B”

SCOPE OF SERVICES

SCOPE OF SERVICES

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultant proposes to provide the following services:

- Advise the City regarding the formulation of its legislative agenda;
- Assist in drafting materials and correspondence regarding the City's legislative agenda;
- Proactively identify and analyze potential impacts of State budget proposals and pending legislation;
- Assess legislative bills and identify those that should be brought to the City's attention;
- Create a monthly summary regarding the state legislature and state agencies;
- Attend events coordinated by the City Manager for the Edinburg City Council;
- Review, analyze and advise on proposed legislation that may affect the Client;
- Monitor relevant interim committee hearings, interim studies, and interim charges as related to Client;
- If requested, confer and advise in regards to the potential political and legislative impact of any proposed decision of the management of the Client;
- Provide local government outreach assistance as needed; and
- Meet with the Client representatives as needed.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
CONSENT AGENDA
Agenda Item No: 13.J.
Job Task Order No. 2 - Millennium Engineers Group

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 with Millennium Engineers Group, for Material Testing Services for the Freddy Gonzalez Hike and Bike Trail for an Amount Not to Exceed $33,953.15 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Mardoqueo Hinojosa, P.E., City Engineer]

2. **Description:**

The Freddy Gonzalez Hike and Bike Trail Project consists of constructing a 1.9-mile, 10-foot-wide concrete hike and bike trail within the south right-of-way of Freddy Gonzalez Drive. The trail will extend along West Freddy Gonzalez Drive, connecting five parks and four schools, and will span from South Closner Boulevard to Edinburg Municipal Park located on Raul Longoria Road.

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

At the January 20, 2026, City Council Regular Meeting, the project was awarded to Artillery, LLC for construction. This Job Task Order provides for the required construction materials testing services associated with the project.

The Agreement is attached in its final form for consideration.

3. **Staff's Recommendation:**
Approving Authorizing the City Manager to Enter Into Job Task Order No. 2 with Millennium Engineers Group, for Material Testing Services for the Freddy Gonzalez Hike and Bike Trail for an Amount Not to Exceed $33,953.15 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Job Task Order No. 2 - Freddy Gonzalez Hike and Bike Trail

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER TWO (2) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE FREDDY GONZALEZ HIKE AND BIKE TRAIL PROJECT PURSUANT RFQ NO.2024-006

This Job Task Order Number Two (2), to the Agreement between the City of Edinburg and Millennium Engineers Group, Inc., is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Millennium Engineers Group, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 20th, 2024** the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On Call Geotechnical Engineering Services Agreement with the Consultant to provide Geotechnical Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Geotechnical Engineering Services, and or other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Two (2) to the Agreement to provide Geotechnical Engineering Services for the Freddy Gonzalez Hike and Bike Trail as set out in the attached Exhibit "A"; and

NOW, THEREFORE, said Job Task Order Number Two (2) to the Agreement is hereby agreed to and included in the Agreement to provide Geotechnical Engineering for the Freddy Gonzalez Hike and Bike Trail, at the amount not to exceed the proposed amount of $33,953.15 as set out in Exhibit "A" attached hereto, and this Job Task Order Number Two (2) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number Two (2), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit "A".

If any of the terms of this Job Task Order Number Two (2), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control. Further, this Job Task Order does not waive the parties' responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties on this _____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

MILLENNIUM ENGINEERS GROUP, INC.

BY:_____
Andres Palma, P.E.
President/Chief
5804 N. Gumwood Avenue
Pharr, Texas 78577
Phone: (956) 702-8500
Email: apalma@megengineers.com

Attachments: **Exhibit "A" Proposal of Job Task Order 2**
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT “A”

January 21, 2026

Mardoqueo Hinojosa
City of Edinburg
415 W. University Dr. Edinburg, TX 78539
mhinojosa@cityofedinburg.com

Subject: **Construction Materials Testing Services**
Freddy Gonzalez Hike and Bike Trail
Edinburg, TX.
MEG Proposal No. 01-26-113M

Dear Mr. Hinojosa,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **$33,953.15**

The estimate provided is preliminary in nature and is based on our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913



Andres Palma, P.E.
President

PROJECT INFORMATION

We understand that the proposed plans are to construct the Freddy Gonzalez Hike and Bike Trail located in Edinburg Tx. **Our understanding is that our services will be needed for subgrade and concrete testing** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors' scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based on the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☐ Field Observations of Reinforcing Steel
- ☐ Field observation of Steel Construction, including Bolting, Welding and Metal Decking
- ☐ Field observation and laboratory evaluation of Asphaltic Concrete Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

☒SOILS (14 trips for subgrade & Paving)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	4	138.56	$554.24
Passing No. 200 Sieve	4	74.92	$299.68
Gradation	2	95.99	$191.98
Standard Proctor (each)	4	308.72	$1,234.88
Nuclear density tests (each)	90	32.06	$2,885.40
Field testing & observation (hourly)	60	96.48	$5,788.80
Vehicle trips (each)	14	57.60	$806.40
Sub-Total (Soils)			**$11,761.38**

☒CONCRETE (11 concrete pours) (1 set per 100CY)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	11	39.48	$434.28
Compressive Strength Tests (each)	44	24.41	$1,074.04
Concrete Inspection & Testing Technician (hourly)	99	100.80	$9,979.20
Vehicle trip charge (each)	22	57.60	$1,267.20
Sub-Total (Concrete)			**$12,754.72**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	18	151.20	$2,721.60
Project Engineer (hourly)	18	201.60	$3,628.80
Report Prep. & Administration	1	3,086.65	$3,086.65
Sub-Total (Mgmt. & Admin.)			**$9,437.05**

Total Estimated Cost **$33,953.15**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours' notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law.

SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrate support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **City of Edinburg**

Signature: _____

Name/Title: _____

Date: _____

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Name/Title: Andres Palma, P.E./President

Date: 01/21/2026

Please address invoices to:	**Please address deliverables and notices to:** **Same as invoices: Yes / No, address to:**
ATTN:	**ATTN:**

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet.** The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
Project management will be billed for coordination and management of project and personnel.

4. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

5. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's sub consultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or $170,000.00, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

13. SALES TAX
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

14. TERMINATION FOR NON-PAYMENT OF FEES
MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

15. INDEMNIFICATION
The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. DELAYS AND FORCE MAJEURE
If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

17. DATA AND INFORMATION
CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

18. INTELLECTUAL PROPERTY
MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

19. INFORMATION MANAGEMENT
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

20. ON-SITE RESPONSIBILITIES AND RISKS
Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

21. CONSTRUCTION OBSERVATION AND TESTING
MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT RFQ NO. 2024-006**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Millennium Engineers Group, Inc.** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform geotechnical engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

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

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

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

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

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

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

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

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

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

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

I. Consultant hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

Address
City, State Zip Code
Attn.: Contact

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

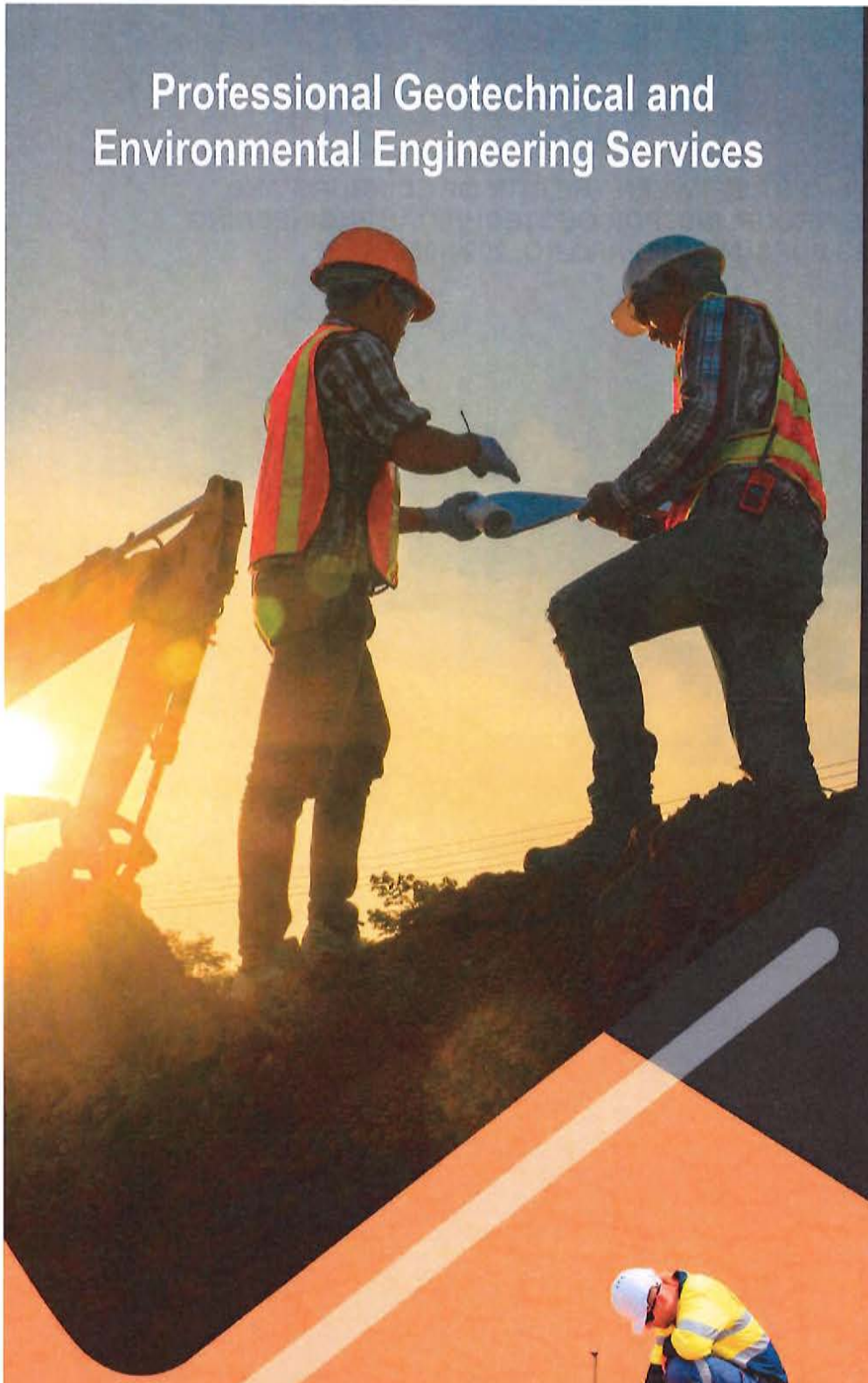
MILLENNIUM ENGINEERS GROUP, INC.

BY:_____
Andres Palma, P.E.
President/Chief
5804 N. Gumwood Avenue
Pharr, Texas 78577
Phone: (956) 702-8500
Email: apalma@megengineers.com

Attachments: **Exhibit "A" RFQ 2024-006, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-006

Professional Geotechnical and Environmental Engineering Services



MEG ENGINEERS

Primary Contact

Sergio Tovar
Director of Operations
stovar@megengineers.com

Contact Us

https://megengineers.com/

apalma@megengineers.com

(956) 702-8500





MEG ENGINEERS – PHARR

5804 N. Gumwood Ave.
Pharr, Texas 78577

July 12, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

MEG ENGINEERS

Pharr
San Benito
Laredo
Austin
San Antonio
Odessa
Houston
Eagle Pass

RFQ

Request for Qualifications
"Geotechnical Engineering and Construction Materials Testing Services Rotation"
RFQ# 2024-6

Dear Mardoqueo Hinojosa,

The City of Edinburg is looking for the most qualified engineering firm to work various projects to provide Geotechnical Engineering and Construction Materials Testing Services Rotation for the City of Edinburg. Millennium Engineers Group, Inc. (MEG) is that firm. We believe that MEG is the right choice for the City of Edinburg based on the following:

History of Stability and Strong Texas Presence

MEG is locally owned corporation that has never been sold, acquired, or merged with other entities. We are confident that the people and company you see in today will be the people and company you see for the life of your projects. Furthermore, Mr. Raul Palma, P.E. CEO and Project Manager of MEG has 39 years of engineering experience in the Texas and is the former TxDOT Pharr Materials Engineer. MEG has offices in Pharr, Laredo, San Benito, Odessa, Houston, San Antonio, and Austin Texas with fully functional and accredited testing labs. MEG is stable and we have invested in the future. We are consistent and we are not going anywhere. We believe MEG has placed together a team that is the most highly qualified to perform the services requested by the City of Edinburg. Our firm is a certified Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE) and Historically Underutilized Business (HUB).

Experienced Project Manager

As your project manager, I have spent over 39 years working on Texas projects including 21 years as the CEO and chief engineer of MEG completing various successful projects within all of Texas

Pride in Execution

MEG is acutely aware of the financial and management challenges facing most entities these days.

We are committed to:

- Working to identify and implement projects in the most cost-effective manner.
- Communicating closely with the client to meet your requirements and schedule
- Knowledge and geotechnical solutions for cost effective construction methods.
- Dedicated to quality: AASHTO and USACE accredited laboratory.
- The most AASHTO accreditations of any laboratory in Texas

Our team is thrilled about the opportunity to serve the City of Edinburg and is ready to start immediately upon selection. If you have any questions or would like to discuss our approach or team capabilities in greater detail, please contact me at any time at apalma@megengineers.com. Thank you for your consideration.

Respectfully,
MILLENNIUM ENGINEERS GROUP, INC TBPELS Firm No.: F-3913

STATE OF TEXAS
ANDRES PALMA
115936
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
RAUL PALMA
65656
LICENSED
PROFESSIONAL ENGINEER

ABOUT MEG ENGINEERS

Government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients. Our strength is our people; combining their experience and collaborating as a unit enables us to quickly identify our roles and deliver accurate cost-effective deliverables. Whether defining a new working relationship or continuing to the next project our mission remains the same: to achieve yours.



MEG Corporate Headquarters – Pharr, Texas

History

MEG was founded in 2001 by Mr. Raul Palma, P.E. on the principles of honesty, integrity, and service. The goal to provide innovative geotechnical and material testing services, continue to raise the level of quality in the local profession, and make a difference in the community. Today,MEG provides a full range of integrated geotechnical engineering and consulting services, construction material engineering and testing, environmental engineering, forensic testing, and consulting services. Our philosophy and practices have been positively reflected in both client and employee loyalty and contribute to a steady growth in a diversity of projects.

MEG is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and the United States Army Corps of Engineers (USACE). MEG is audited by and independent AASHTO & USACE auditor, as part of our accreditation process.

MEG meets the requirements for ASTME329 Standard of Recommend Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.







Certifications
HUB
DBE
AASHTO

MEG COMPANY OBJECTIVE



MEG is a minority owned and operated business certified as:

- Historically Under-utilized Business (HUB)
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Emerging Small Bus. Enterprise (ESBE)
- Hispanic American Bus. Enterprise (HABE)
- Disadvantaged Business Enterprise (DBE)

MEG has the most AASHTO accreditations of any laboratory in



LABORATORY EQUIPMENT

MEG meets the requirements for ASTME329 Standard of Recommend Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.

- Atterberg Limits
- 4-Sieve Analysis Shakers
- 3-Sample Splitters Moisture Contents
- Minus No.200 Sieve Analysis
- Dry Sieve Analysis
- Moisture Density Relationships
- Density Testing
- California Bearing Ratio (CBR)
- Optimum Cement or Lime Contentfor
- Stabilization of Soils
- Classification of Soils
- Hydrometer
- Consolidation
- Triaxial Testing
- Unconfined Compression
- Deleterious Material Determination
- Decantation of Aggregates
- Wet Ball Mill
- Ph Testing
- Aggregate Resistivity Testing
- Aggregate Soundness
- Concrete Testing
- Asphalt Testing
- Mortar and Grout Testing
- Concrete Material Designs
- Hot Mix Asphaltic Concrete Designs
- 2-Concrete Compression Machines
- 1-Three Point Conc. Beam Compression
- 5-Ovens
- 6-Measuring Scales
- 1-Concrete Curing Room
- 2-Concrete Saws
- 1-Asphalt Ignition Oven
- 1-Asphalt Gyratory Press
- 5-Manual Proctor Hammer
- 1-Automatic Proctor Hammer
- 1-Hveem Stability
- 1-Gilson 50 Gallon Sample Shaker
- 1-Sand Equivalent
- 2-Computerized One-Dimensional
- Consolidation Frames
- 1-Computerized Triaxial Load Frame



Pharr Office
Point of Contact: Andres Palma, P.E.
5804 N. Gumwood Ave
Pharr, Texas 78577
O 956-702-8500 F 956-702-4180
E. apalma@megengineers.com

San Benito Office
Point of Contact: Raul Palma, P.E.
30745 E. Expressway 83
San Benito, Texas 78586
O 956-300-2500 F 956-702-4180
E. rpalma@megengineers.com

Our Project Team



MEG proposes to utilize the latest measurement techniques to effectively perform the services of this agreement with our current staff as proposed in our organizational chart. We understand that we need to respond quickly to some service requests, and we are practiced in having staff available on short notice, if necessary. Our current and projected workloads are such that we are confident of our ability to the City of Edinburg expectations in terms of having appropriate staff resources available when they are needed. The organization chart below reflects the staff we anticipate using for the proposed projects; however, we have additional personnel that can also be utilized if needed.

> "I count of the experience and expertise that Millennium Engineers provides- just as a good foundation is critical to a structure, a good geotechnical study is critical to a good foundation design."
> George Mendoza, P.E., Mendoza Engineering

City of Edinburg

TEAM PROJECT LEAD
President / Chief Engineer Andres Palma P.E.

MANAGING ENGINEER
Principal Engineer
Raul Palma P.E.

Construction Material Service Manager
Juan Borjon, P.E.

Geotechnical Services Manager
Juan Palma, R.S.O.

Environmental Services Manager & GeoScientist
Oscar Bounds

Geo-Structural Services Manager
Dr. Thang Pham, PhD, P.E.

Facilities Specialist
Humberto Palma
NICET, CWI

Facilities Division Manager
Javier Solis

Director of Administration and Project Manager
Sergio Tovar

Facilities Project Manager
Robert Estrada

Facilities Specialists
Architects
Engineers
Scientists
Contractors

Facilities Administration

Graduate Engineers
Cronos Oros EIT
Mario Suarez EIT
Salma Martinez
Leticia Puente
Raul A. Palma

Construction Materials Inspectors
Construction Materials Technicians
Material Testing Laboratory and Field Staff

Material Testing Specialist
Adolfo Vela

Material Testing Specialist
Adolfo Vela
Project Manager

Accounts Administrative Staff
Receivables Administrative Staff
Dispatching and Logistics





OUR PROJECT TEAM



Andres Palma, P.E. (bilingual)
President
17 years with firm
Areas of Expertise:
Geotechnical Engineering &
Construction Materials Testing
Professional License: Registered
Professional Engineer,
17 years experience



Raul Palma, P.E. (bilingual) CGE
Geotechnical Engineer
Principal, 21 years with firm
Areas of Expertise:
Geotechnical Engineering &
Construction Materials Testing
Professional License: Registered
Professional Engineer, 38 years
Experience

Joel Warriner P.E. Sr. (bilingual)
Geotechnical Engineer
1 year with firm
Areas of Expertise: Construction
Materials Testing, Construction, Project
Inspection
Professional Licenses: Registered
40 year of experience, 8 years of
Experience in the Dallas-Fort Worth



Amos Emerson, P.E (bilingual)
Geotechnical Engineer
5 years with firm
Areas of Expertise:
Construction Materials Testing,
Geotechnical Engineering,
Construction, Project Inspection
Professional Licenses:
Engineer in Training License,
5 years experience



Juan Borjon, P.E. (bilingual
Director of Engineering
3 years with firm
Areas of Expertise:
Construction Materials Testing,
Geotechnical Engineering, Construction,
Project Inspection
Professional Licenses:
Registered Professional Engineer,
10 years experience, ACI



Dr. Thang Pham, Ph.D, P.E. Sr.
Geotechnical/CMT
Materials Engineer
2 years with firm
Areas of Expertise:
Geotechnical Engineering & Construction
Materials Testing
Professional Licenses: Registered
Professional Engineer, 20 years exp.

Sergio Tovar
Director of Operations & Finance
12 years with firm
Areas of Expertise: Pre-Construction
Documentation, Project Budget Analysis,
Technical Report Review, Project Billing
Professional Affilications:
American Concrete Institute
• ACI Aggregate Testing Technician – Level I, ACI
Concrete Strength Testing Technician, ACI



Humberto Palma, NICET, CWI
(bilingual)
Materials Manager
21 years with firm
Areas of Expertise:
Construction Materials Testing, Steel
Construction and Welding
Professional Licenses: Certified Welding
Inspector, CWI, TxHMAC Level 1 A&B,
NICET, 21 years experience



Robert Estrada
Business Development
4 years with firm
Areas of Expertise:
Architectural Services Monitor expenditures,
Quality Control, Staff and Contractor
Coordination and Schedules
Professional Affilications:
American Institute of Architects
Texas Society of Architects



ANDRES PALMA P.E.

PRESIDENT

Phone	Email
956-702-8500	apalma@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
GEO Institute
American Concrete Institute
Deep Foundation Institute

EDUCATION

Graduate of Edinburg High School, Edinburg, Texas – 2002
Bachelors of Science in Civil Engineering
University of Texas San Antonio, San Antonio–2006

WORK HISTORY

MEG Engineers, Texas
President, 2023
MEG Engineers, Texas
Managing Engineer, 2009-2022
Professional Service Industries, San Antonio, Texas
Staff Engineer, 2007-2009
MEG Engineers, Pharr, Texas
Engineering Staff, 2001-2006

REGISTRATIONS

Texas Board of Professional Engineers: Registration Number 115936 is Current

PROFILE

Mr. Palma serves as office manager of MEG's Pharr, Texas office. He has over 17 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the Texas. Geotechnical projects that Mr. Palma has been involved with including mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, parking garages, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement design projects that Mr. Palma has been involved with include highways, industrial parks, heavy-duty brick paving, freight centers and industrial applications.

As President, Mr. Palma's responsibilities include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel. Palma's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Jaime Escalante Middle School, PSJA ISD – Pharr
- La Joya ISD Stadium Improvements, La Joya ISD - La Joya
- 6 Story Student Dorms, University of Incarnate Word, San Antonio
- 9 Story Parking Garage, University of Incarnate Word San Antonio
- Edinburg CISD Stadium Improvements – Edinburg

HEAVY INDUSTRIAL

- Royal Technologies 320,000 sf – Mission
- Don Hugo Produce 270,000 sf – Edinburg
- Santana Textiles 500,000 sf combined Edinburg
- Loop Cold Storage Expansion – McAllen
- Brownsville Oil Storage Facility, Port of Brownsville, Brownsville

PAVEMENTS

- SH 365 Hidalgo County Regional Mobility Authority Hidalgo County
- IBTC Corridor Hidalgo County Regional Mobility Authority Hidalgo County,
- Pharr Produce District Industrial Subdivision City of Pharr – Pharr
- McIntyre Streetscape Brick Paving, City of Edinburg Edinburg
- FedEX Freight Facility – Harlingen
- North Edinburg Industrial Park – Edinburg

PUBLIC

- NAWSC Regional Water Treatment Plant, Weslaco
- City of Hidalgo WWTP Improvements – Hidalgo
- Hidalgo County Precinct No. 2 Office – Pharr
- San Antonio International Airport Parking Garage San Antonio
- Harlingen Water Works Elevated Water Storage Tank, Harlingen
- PSJA ISD Stadium Improvements – Pharr



RAUL PALMA P.E.

CHIEF GEOTECHNICAL ENGINEER

Phone 956-300-2500

Email rpalma@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
GEO Institute
American Concrete Institute

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
1978

Bachelors of Science in Civil Engineering
Princeton University, Princeton, New Jersey
1982, Cum Laude

WORK HISTORY

MEG Engineers, Austin, Texas
President / Chief Geotechnical Engineer
2001- Present

Texas Department of Transportation
Pharr, Texas
District Materials Engineer
1990-2001

Texas Department of Transportation
Pharr, Texas
Design Engineer
1983-1989

REGISTRATIONS

Texas Board of Professional Engineers:

PROFILE

Mr. Palma is a licensed Professional Engineer with over 39 years of experience in geotechnical engineering, construction materials testing, management, and engineering design of highways, streets, and utilities. Mr. Palma has directed and completed a wide variety of geotechnical projects throughout the Central Texas region. As Chief Geotechnical Engineer of the San Benito, Texas office he is responsible for overall operations management of the San Benito Office.

As geotechnical project manager, he is responsible for coordination and completion of geotechnical engineering projects. His experience includes subsurface explorations, laboratory testing, foundation investigation and design; slope stability assessments and remediation design, pre-load fill design; geotechnical plans and specifications preparation; and construction monitoring. Client relationships have included city and county agencies; engineering and architectural firms; municipal and utility districts, as well as private developers and constructors.

During Mr. Palma's employment with the Texas Department of Transportation (TxDOT), Mr. Palma gained an extensive background in the area of geotechnical and materials engineering serving as the District Materials Engineer for a centralized laboratory for TxDOT in the Pharr District located in Pharr, Texas. As the District Materials Engineer he was responsible for overseeing the testing and approval of materials for all construction projects in the Cameron, Hidalgo Starr, Zapata, Jim Hogg, Brooks, Willacy and Kennedy counties. At the end of his tenure with TxDOT, the Pharr District had a construction program of approximately $170 million dollars of construction per year. He oversaw all the geotechnical exploration and soil testing for all bridge and retaining wall structures in these same counties. Mr. Palma also served as the assistant to the State Concrete and Physical Testing Engineer at the Materials & Tests Division of TxDOT and during this period he gained extensive experience in concrete, concrete admixtures, reinforcing steel, and pre-stressed steel. Mr. Palma's extensive experience in the area of materials and geotechnical engineering gives our firm a unique ability to provide services of the highest professional caliber.

PROJECT EXPERIENCE – TEXAS

HIGHWAY AND BRIDGES

- US Highway 83 – FM 494 to Bus 83, Texas Department of Transportation – Mission, Texas
- US 83 Highway – FM 1426 to FM 493, Texas Department of Transportation – Alamo, Texas
- US Highway 83/77 Interchange, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83 – US 83 S. to LP 499, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83, Texas Department of Transportation – Brownsville, Texas

HEAVY INDUSTRIAL

- North Edinburg Industrial Park Phase 1, Edinburg EDC – Edinburg, Texas
- North Edinburg Industrial Park Phase 2, Edinburg EDC – Edinburg, Texas
- Pharr Produce District Subdivision Industrial Park, City of Pharr – Pharr, Texas
- Weslaco Industrial Park, Weslaco EDC – Weslaco, Texas
- IBTC Corridor, Hidalgo County Regional Mobility Authority – Hidalgo County, Texas

PUBLIC

- Edinburg Public Safety Building, City of Edinburg – Edinburg, Texas
- Daniel Sekula Memorial Library, City of Edinburg – Edinburg, Texas
- Pharr International Bridge Improvements, City of Pharr – Pharr, Texas
- Edinburg City Hall, City of Edinburg – Edinburg, Texas
- Hidalgo Wastewater Treatment Plant, City of Hidalgo – Hidalgo, Texas



JUAN M. BORJON P.E.

DIRECTOR OF ENGINEERING

Phone: 956-702-8500
Email: jborjon@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
Construction Institute
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
2005

Bachelor of Science in Civil Engineering
University of Texas at Austin,
Austin
2009

WORK HISTORY

MEG Engineers, Texas
Director of Engineering, 2023

MEG Engineers, Pharr, Austin Texas
Materials Engineer/CMT Technical Manager, 2018-2022

Terracon Consultants, Pharr, Texas
Senior Staff Engineer, 2014-2018

Halff Associates, McAllen, Texas
Civil Engineer, 2012-2013

SWG Engineering, Weslaco, Texas
Project Engineer, 2010-2012

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 121570 is Current

PROFILE

Mr. Borjon serves as Director of Engineering of MEG's Pharr, Texas offices. He has over 13 years' experience in the engineering industry and vast knowledge in civil engineering and construction materials testing in the Texas area. Projects that Mr. Borjon has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Borjon has been involved with include highways, industrial parks, heavy duty concrete/asphalt paving, freight centers, and industrial applications.

Mr. Borjon's responsibilities as a Director of Engineering include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Carmen Anaya Elementary School Paving Improvements, PSJA ISD – Pharr, Texas
- Bulldog Drive Improvements, McAllen ISD - McAllen, Texas
- Robert Vela High School Performing Arts Center – ECISD – Edinburg, Texas

PAVEMENTS

- Hidalgo County Regional Mobility Authority BSIF Connector – Hidalgo County, Texas
- Texas A&M University Kingsville Campus Pavements – Kleberg County, Texas

AIRPORT

- Valley International Airport Improvements – Harlingen, Texas
- McAllen International Airport Concrete Cores – McAllen, Texas

COMMERCIAL

- Love's Travel Stop – Donna, Texas
- Pharr Town Center – Pharr, Texas
- At Home Store – Pharr, Texas

PUBLIC

- McAllen NWWTP Pump Station Improvements – McAllen, Texas
- Hidalgo County County-Wide Mechanic Shop – Pharr, Texas
- SWSC Elevated Water Storage Tank – Mission, Texas
- McAllen ISD Homer J. Morris Middle School Paving Improvements – McAllen, Texas
- McAllen ISD Ben Milam Elementary School Pavilion – McAllen, Texas
- South Texas/UTRGV Medical Academic Building – Edinburg, Texas
- Chick-fil-A – McAllen, Edinburg, Pharr, Texas
- Raising Cane's – Edinburg, Weslaco, Pharr, Harlingen, Texas



AMOS EMERSON P.E.

GEOTECHNICAL ENGINEER PE

Phone 956-702-8500
Email aemerson@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
Board Member
Associated General Contractors of America Committee member
Geo Institute
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Sharyland High School
Mission, Texas
2006
Bachelor of Science in Civil Engineering
University of Texas at Rio Grande Valley, Edinburg
2016

WORK HISTORY

MEG Engineers, Austin, Texas
Geotechnical Engineer P.E,
2017-present

Geotechnical Research Lead, 2013-2016

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 58314 is Current

PROFILE

Mr. Emerson serves as Geotechnical Engineer PE of MEG's Pharr, Texas office. He has over 6 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the South Texas area. Projects that Mr. Emerson has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Emerson has been involved with include highways, Municipal Roadways, industrial parks, heavy duty concrete/asphalt paving, freight centers, industrial applications.

Mr. Emerson's responsibilities as a Geotechnical Engineer EIT include coordination of field personnel, communication with the clients, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field testing data, Performing and oversight of Advanced Testing, Managing Advanced Testing Lab Certifications, scheduling and managing field personnel, Report Generation, Proposal Estimations, Design Considerations, in-house IT Solutions, Technical Presentations, Research oriented projects, Geotechnical Research and development, Conducting and conception of in-house Marketing efforts, Intern training program, and Community Outreach.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- La Grulla Elementary School Retaining Wall Reconstruction, La Grulla ISD – La Grulla, Texas
- W.A. Todd Jr. High School Additions and Pavement Design, Donna ISD - Donna, Texas
- Jubilee Charter School – Jubilee Academies– Harlingen, Texas

PAVEMENTS

- Military Highway 1601 TxDOT – McAllen, Texas
- Mercedes Roadway Improvements – Mercedes, Texas

AIRPORT

- Stinson Airport Hanger and Interior Pavement Design – San Antonio, Texas

COMMERCIAL

- Edinburg Splash Park – Edinburg, Texas
- City of San Juan Public Safety Building– San Juan, Texas

PUBLIC

- 2.5 MGD WWTP CITY OF ALAMO– Alamo, Texas
- Donna Drainage improvement – Donna, Texas
- La Villa Elevated Water Storage Tank – La Villa, Texas
- Salineno Ground Storage Tank – Salineno, Texas
- North System 12" Waterline Loop Project– Cameron County, Texas
- South Texas College Nursing & Allied Health Center – Mcallen, Texas

RESTAURANTS

- Smoking Moon – Pharr, Texas
- Fazoli's – McAllen, Texas
- Bar-B-Cutie – Harlingen, Texas

HEAVY INDUSTRIAL

- Mid Valley Industrial Park – Weslaco, Texas
- Warehouse Kingdom Condominiums – McAllen, Texas
- Malpica Cold Storage – Pharr, Texas

Relevant Projects

1. **City of Donna**
   307 S. 12th Street
   Donna, TX 78537
   Mr. David Vasquez
   (956) 464-9983

   Project: **City of Donna Street Improvements**
   Year Completed: Ongoing
   Cost: Ongoing
   Job Type: Construction Materials Testing

   Project: **2022 Urban County Roadways Improvements**
   Year Completed: 2022
   Cost: $10,000.00
   Job Type: Construction Materials Testing

2. **City of Mission**
   1201 E. 8th Street
   Mission, TX 78572
   Mr. Juan Pablo Terrazas, P.E.
   (956) 580-8667

   Project: **Speedy Trail Subdivision**
   Year Completed: 2023
   Cost: $30,000.00
   Job Type: Construction Materials Testing

   Project: **Capricornio Subdivision**
   Year Completed: 2023
   Cost: $15,000.00
   Job Type: Construction Materials Testing

   Project: **Bentsen Palm Phase III**
   Year Completed: 2021
   Cost: $5,500.00
   Job Type: Geotechnical Engineering

   Project: **Glasscock Rd. Drainage Improvement**
   Year Completed: 2022
   Cost: $3,000.00
   Job Type: Geotechnical Engineering

3. **City of Edinburg**
415 W. University
Edinburg, Texas, 78539
Mr. Mardoqueo Hinojosa, P.E
(956) 388-8210

Project: **Edinburg Parking Garage**
Year Completed: 2022
Cost: $42,000.00
Job Type: Geotechnical Engineering

Project: **Silos at La Sienna Subdivision Phase II**
Year Completed: 2022
Cost: $27,000.00
Job Type: Construction Materials Testing

Project: **Doolittle Detention Pond Construction**
Year Completed: Ongoing
Cost: Ongoing
Job Type: Construction Materials Testing

Project: **Edinburg Parking Garage**
Year Completed: 2022
Cost: $30,000.00
Job Type: Geotechnical Engineering

4. **City of Pharr**
118 S. Cage Blvd., 1st Floor
Pharr, Texas 78577
Mr. Omar Anzaldua Jr., P.E.
(956) 402-4000

Project: **City of Pharr New Fire Station No.4**
Year Completed: 2019
Cost: $41,000.00
Job Type: Construction Materials Testing

Project: **Heritage Manor**
Year Completed: 2020
Cost: $13,000.00
Job Type: Construction Materials Testing

Project: **Minnesota Estates Subdivision**
Year Completed: 2022
Cost: $29,000.00
Job Type: Construction Materials Testing

Project: **Northbound Lanes Expansion**
Year Completed: 2022
Cost: $80,000.00
Job Type: Construction Materials Testing

Past Projects with the City of Edinburg

Sam Houston Public Service Building for a 19,400 sqft facility
Citrus Village Subdivision No. 2
Edinburg Stadium and Dawson Dr. Drainage Improvements
Santa Cruz Section 1 Phase I – IV
Sonador Subdivision
Union Square Apt.
Fire Station No. 5
City of Edinburg Auditorium Basement
24th Street Drainage Improvements
City of Edinburg Water Treatment Plant
Jackson Pointe Subdivision Sanitary Sewer Drainage Project McIntyre Streetscape and Drainage Improvements Edinburg City Hall Dustin Sekula Edinburg Library
Joe Ochoa Road
North Edinburg Industrial Park Phase 1 & 2.
Various Roadways, North Edinburg Industrial Park Phase 1 & 2.

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

June 9, 2022

TO: Whom it may Concern

This is in reference to construction materials testing and geotechnical services performed for the City of Weslaco by MEG Engineers between the period of May of 2020 and May of 2022.

During this timeframe, MEG Engineers has met our expectations completing all work in a timely and professional manner. MEG has been very responsive to all our work requests and provided the services in timing and sequence with project expectations. As a matter of fact, due to the success of their work, the city has recently approved a one-year extension to their existing contract.

We are pleased to offer this letter of recommendation for their great work with the city.

If you have any questions or would like additional information concerning MEG's work with the City of Weslaco, please do not hesitate to contact me at (956)969-1533 or email me at aaldana@weslacotx.gov.

Sincerely,

Albert J. Aldana, P.E.
City Engineer

c: Mr. Martin Garza, Interim City Manager

BROWNSVILLE
PUBLIC UTILITIES BOARD

January 7, 2020

RE: Letter of Recommendation – Millennium Engineers Group, Inc.

To Whom It May Concern:

On behalf of the Brownsville Public Utilities Board (BPUB) Special Projects Department and Water/Wastewater Engineering Department, the BPUB submits this letter of recommendation for Millennium Engineers Group, Inc. (MEG).

MEG has assisted the Special Projects department and the Water/Wastewater Engineering Department with geotechnical reports and materials testing services for the past several years. They have been involved with numerous projects such as Wastewater Lift Stations Rehabilitation projects and the Odor Control Improvement project. MEG is also one of our on-call material testing laboratory for all subdivision construction materials testing.
Currently, MEG is performing all material testing for the BPUB Annex Building project, an approximate 70,000 sf building project development currently under construction.
Millennium Engineers Group continues to provide accurate results in a timely manner, with the utmost professionalism and within budget.

The BPUB will continue to engage Millennium Engineers Group on future projects and confidently recommend MEG for your geotechnical and materials testing needs.

Sincerely,

Marie C. Leal, P.E.

Marie C. Leal, P.E.
Director of Special Projects

P.O. Box 3270 Brownsville, TX 78523-3270
(956) 983-6100 Fax: (956) 983-6289

CITY OF ALTON
TEXAS
509 S Alton Blvd. Alton, TX 78573 • Tel (956) 432-0760 • Fax (956) 432-0766 • www.alton-tx.gov

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jeff Underwood
City Manager

June 13, 2022

Mr. Andres Palma, P.E.
Engineering Manager
Millennium Engineers Group, Inc,
5804 N. Gumwood
Pharr, TX 78577

Re: Letter of Recommendation

Dear Mr. Palma,

I would like to take this opportunity to express to you Alton's satisfaction and appreciation with the work product and professionalism exhibited by your company's employees since the outset of the engagement of your firm. The professionalism and dedication to their trade, your staff has shown, sets Millennium Engineers Group apart from the competition.

The City of Alton has enjoyed its relationship with MEG Engineers and looks forward to working with your company in the future.

If we may be of service to you in anyway, please do not hesitate to contact me at (956) 432-0760.

Sincerely,

Jeff Underwood,
City Manager

Dr. Armando O'caña, Mayor
Jessica Ortega, Mayor Pro Tem
Abiel Flores, Councilman

Ruben Plata, Councilman
Alberto Vela, Councilman
Randy Perez, City Manager



CITY OF MISSION

"Home of the Grapefruit"

June 16, 2022

To Whom It May Concern,

I am writing this letter of recommendation for MEG Engineers.

MEG has been under contract with the City of Mission for the last four years and has provided exceptional Lab services in numerous subdivisions and projects throughout the City. They have always exhibited with integrity, ethics, reliability and fairness. Despite any troubles that could arise at the time of construction, MEG would and will deliver the testing and results on time and with quality. I believe you would be very pleased with their work, attention to detail and customer service.

Should you have any questions, please feel free to contact me at (956) 585-3275.

Sincerely,

Juan Pablo Terrazas, P.E., CPM
Assistant City Manager/City Engineer City of Mission

City of Pharr Engineering Department
118 S. Cage Blvd. – 4th Floor, Pharr, Texas 78577
January 6th, 2020

To whom it may concern.

Re: Millennium Engineers Group, Inc.

Our City has contracted Millennium Engineers Group, Inc. to perform Construction Material Testing and Geotechnical Engineering On-Call Services for the past three years. Mr. Andres Palma and his firm are very professional and have an excellent service response. We are very satisfied with their work. They have a great attitude and carry out their project deliverables within budget and schedule. We were very pleased with the work his firm has done on the numerous project they have work on for the City of Pharr.

I would give Millennium Engineers Group, Inc. and his team my highest recommendation.

Sincerely,

Omar Anzaldua Jr.

Omar Anzaldua Jr., PE, CFM, PMP, CCM | City Engineer
City of Pharr
956-402-4000, ext 1414

June 10, 2022

Re: Letter of Recommendation

To Whom It May Concern:

Raul Palma is being nominated for Engineer of the Year. I have had the pleasure of knowing Raul for many years. He has impressed me with his exceptional leadership, spirit, and commitment to this profession. His professional character has excelled in his field of engineering and has given back to his community in countless volunteer efforts. I can attest not only to Raul's ability to explain and instruct, but also to his deep commitment to helping others.

Considering his extensive knowledge in engineering and achievements, he has been named the Engineer of the Year by the local Engineer's Chapter and I highly recommend his naming as Engineer of the Year.

Please feel free to contact me if you have any questions at (956) 572-3191.

Sincerely,

Patrick McNulty
Mayor
City of South Padre Island
4601 Padre Blvd.
South Padre Island, Texas 78597

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

January 9, 2023

To whom it may concern:

Melden & Hunt has contracted MEG Engineers to perform Construction Material Testing and Geotechnical Engineering Services for the past decade. Mr. Andres Palma, PE and his firm are very professional and have an excellent service response. We are very satisfied with their work and have recommended them on many occasions. They have a great attitude and carry out their project deliverables within budget and schedule. We were very pleased with the work his firm has done on the numerous projects they have work on in South Texas.

I would give MEG Engineers, Andres Palma, PE and his team my highest recommendation.

Mario A. Reyna, PE

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

INSURANCE COVERAGE & LEGAL

MEG does not have any key terms of our errors and omissions insurance coverage.

MEG maintains the insurance policies needed for this contract as for all additional contracts listed below.

2 million professional liability coverage
1 million commercial general liability coverage
1 million umbrella liability coverage

MEG does not have any claims, judgments, and arbitration proceedings, suits pending or outstanding against itself or its officers. MEG audited financial statements are available upon request.

MEG meets the legal requirements of this request for qualifications as well as all the requirements required by the State of Texas and the Texas Board of Professional Engineers.

MEG is a professional engineering firm registered in the State of Texas that has complied with all of its obligations, certifications, accreditations, licenses, and procedures required to operate in the State of Texas and be accredited by USACE and AASHTO.

PROFESSIONAL SERVICES AGREEMENT

MEG has read and agrees with the Professional Services Agreement. MEG will meet the prerequisite insurance requirements, and, if selected, agrees to enter into such agreement.

Understanding the Project

The City of Edinburg needs are specific to the services we provide, counting on the services we provide to be responsive, thorough, and precise. The projects need efficient communication, project management, and contract administration. At MEG we consistently achieve this by:

- Understanding the specific needs of our client
- Delivering on the expectations of our client
- Efficient Communication
- Extensive Employee Training and Management
- Proven Consistency, Low Employee Turnover
- Highest Quality Accreditations and Internal Management

CONSTRUCTION MATERIAL TESTING SERVICES
will encompass all related services to the Client including, but not limited to, the following:

- Conducting initial discussions with the Owner and Design team for specific project requirements, project schedule, design requirements, and any additional information that will be beneficial to the city.
- Soil Sampling and Testing
- Laboratory Soil Testing
- Field Density Testing
- Field Soil Observations
- Field Soil Recommendations
- Field Reinforcing Steel Inspections
- Field Concrete Sampling and Testing
- Laboratory Concrete Compressive Strength Testing
- Field HMAC Pavement Testing
- Field and Laboratory Pavement Testing
- Field Structural Steel Inspections
- Daily reporting and communication with Owner, Design team, and Contractor

GEOTECHNICAL ENGINEERING SERVICES will encompass all related services to the Client including, but not limited to, the following:

- Conducting initial discussions with the Owner and Design team for specific project requirements, project schedule, design requirements, and any additional information that will be beneficial to the Owner.
- Conducting a review of local geology at the project location.
- Conducting field soil exploration and testing services.
- Conducting the geotechnical laboratory testing program to meet the project requirements.
- Discussion with the Owner and Design team prior to report preparation to include updated project changes, requirements, or additional geotechnical options.
- Prepare precise, innovative, cost-effective geotechnical engineering recommendations for all aspects of the project.
- Discussion after the geotechnical report submittal with the Owner and the Design team to support implementation of geotechnical recommendations that will be beneficial to the Owner.

MEG has the ability to meet your schedule and deadline because of its thorough training and understanding of its CLIENTS needs, MEG's experience and resources, MEG's subcontractors' resources, and industry requirements. MEG has the philosophy of providing quality Construction Materials Engineering and Geotechnical Engineering Services to all our clients in Texas. We believe that client satisfaction, reputable and prompt service, and staying in stride with the latest technologies and tools will give our firm a unique advantage in providing a service to you as our client. We believe that providing quality service is the key to our client's satisfaction and their inclination to consider our firm in future projects.

WORKLOAD CAPACITY

The scope of work to be performed under this contract is the scope of work that MEG performs daily for our clients in Texas. MEG has the necessary capacity to meet the City of Edinburg needs for Professional Services. MEG has the resources and experience to provide concurrent project construction services to an individual client for your detailed project scope of work. Our resources can be shifted for operations and our staff and inspectors are cross-trained for proper allocation of personnel for this specific reason.





Based on the current workload, resources, and staff of MEG it is estimated that current operations capacity is at 70%. There is currently no backlog with our testing Services. Our staffing plan is to never be above 85% capacity, so we are able to expedite services when needed to meet critical project schedules.

Based on current and future assignments, it is estimated that during the duration of the project Millennium Engineers Group, Inc. will be operating at 80% of capacity. Engineers, Staff, and Inspectors will be able to complete the daily anticipated project tasks for this project along with current projects tasks. MEG is proficient in completing daily project tasks and expediting the testing and inspection results to the project team for the projects benefit. The project team included in this submittal that will be allocated to this project will devote the necessary time to meet your schedule and often will be various percentages of their time based on your program needs. Inspectors that are assigned to this project will devote 100% of their time to this project when required and additional inspector resources will be available on an as needed basis for this project will be devoted 20% to 50% of their time for additional services as needed.



PROJECT MANAGEMENT AND COORDINATION STATEMENTS

MEG utilizes a Management System, which facilitates the management of both the Construction Material Testing (CMT) and Geotechnical Engineering Testing (GEO) Departments. The system consolidates all aspects of the business workflow, from proposal to the final invoice. It allows an organization the ability to set up clients/projects, schedule work orders (dispatch requests), report and distribute pertinent data to clients via email or website, employ management tools for lab and field testing, and prepare invoices for each project that could be exported to the organization's accounting system. The system also gives the organization's clients the ability to retrieve reports from the customized reporting website.



Our team makes recommendation on the course of action to the Client when issues of potential delays or increased costs arise during the project. Close communication and coordination between the contractor, third parties involved in the project and our team will be a priority by our team for a successful project. Our team operate as a representative of the City of Edinburg and oversee the day-to-day construction activities of the prime contract assigned. Our team has extensive experience in administering construction contracts and overall management. Our team has experience on multiple projects performing Construction Engineering, Inspection and Construction Materials Testing services for numerous clients in Texas. Our scope of services includes but not limited to:

- Construction Administration Procedures
- Field Reports
- Monthly Progress Reports
- Progress Photos
- Project Progress Meetings
- Schedule Review
- Change Order Review-
- Quality Control
- Safety and Health
- Submittal/ Shop Drawing Control
- Payment Application Review



> Millennium Engineers has always provided great, professional, friendly service. I highly recommend them.
>
> *Ramiro Gutierrez, P.E., R. Gutierrez Engineering Corp.*

PROJECT MANAGEMENT AND COORDINATION STATEMENTS

Construction Engineering and Management: MEG ensures that the project is completed on time, and on budget and within scope. This will be accomplished through review and tracking of baseline schedules and monthly updates, monthly pay estimates, change orders, plan quantities and overall project costs. We provide timely processing of contractor submittals, shop drawings, and Request for Information (RFIs). We will also work with the Engineer of Record (EOR) as needed regarding RFI's, potential design changes, or plan errors and omissions. We conduct regular progress meetings to promote partnering between all parties. We conduct pre-construction meeting with the contractor, Client, and other stakeholders prior to the start of the project. During this meeting, an escalation ladder is established to provide guidelines for resolution of construction issues.



Construction Administration and Inspection: MEG performs all necessary inspection to verify work is completed in accordance with plans and specifications. Daily Work Reports (DWR's) or other required reports will be completed to document construction progress and inspection activities as well as quantities for payment. Our inspectors inspect all construction activities daily, determine daily need for construction materials testing of work in progress and materials in use, traffic control devices on a daily basis for compliance with Traffic Control Plan and TMUTCD. SW3P inspections as per environmental requirements performed in accordance with subject guidelines.

Construction Materials Testing: MEG performs construction materials testing on all required construction activities and materials to ensure compliance with project plans and specifications in accordance with the City of Edinburg guidelines for sampling and testing. If independent assurance testing is required coordination with the third-party testing agency is scheduled at appropriate schedules and frequency.

Document Control: MEG ensure that all project progress and financial reporting is completed in accordance with contract requirements. We log all project correspondence, submittals, change orders, RFI's, shop drawings, pay estimates, MOH, etc. We also verify that the contractor is complying with Disadvantaged Business Enterprise (DBE), Equal Employment (EEO) and Buy America guidelines. All DWR's, pay sheets and material test reports are reviewed for accuracy before submittal.

Close Out Procedures: Thorough and accurate records is maintained throughout. We generate a project specific close out checklist. The checklist is distributed to all parties at the beginning to resolve all discrepancies. The checklist allows for a guide during both construction and close out phases. Another part of quality program includes formal audits conducted at 30%, 60%, and 90% of construction completed.

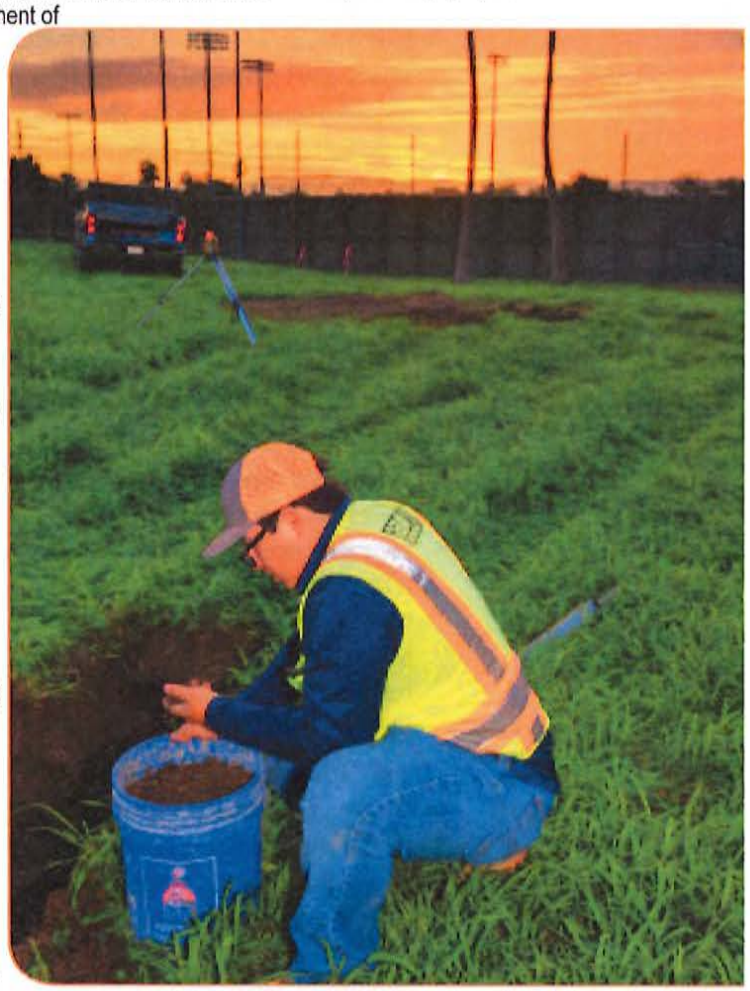
Another tool that we use is performing thorough constructability reviews during the pre-construction phase. We review approved plans, specifications, general notes, TCP phasing, baseline schedule, etc. to identify potential plan errors, quantity discrepancies, utility conflicts, or potential maintenance issues. All findings during the constructability review are provided to the City of Edinburg for review and further discussion.



PROJECT COMMITMENT

MEG is committed to your projects, program, goals, and timelines for project schedule. We will provide the essential staff, equipment, and resources to be available and responsive daily to the City of Edinburg needs based on the district scope of services. Our offices are equipped and trained to provide the level of service and responsiveness required by the City of Edinburg. MEG has extensive local resources and expertise to complete large project programs. The key personnel presented in this Statement of Qualifications are committed to the City of Edinburg projects and will be available throughout the life of the project.





Project Communication

Communication is the key to all successful projects. The management of the testing and inspection program for the project will begin with the introduction of the project team members. Upon notification of award, our engineers and staff will meet with members of the project team who have an active role in the project. This is a critical phase in to communicate project information, goals, timelines, or potential conflicts.

Review of Construction Schedule

MEG will review the most up-to-date construction schedule by task after design documents are completed. The testing and inspection program can best support regulated testing and control final testing costs if we clearly understand the project testing requirements.

Construction Meetings

From the initiation of the project until the completion, we propose biweekly or monthly management meetings with the construction manager or his representative and other project team members. At these meetings it is necessary, to review and discuss testing results, project progress, and project schedule.

Daily Communication

MEG on site representative will maintain daily communication with the contractor's superintendent, and the designated project team members in order to schedule the required services and to communicate inspection and test results. Our project manager will communicate the results of critical off-site testing and inspections to the designated project team representatives the same day testing is performed.



> MEG has been reliable and responsive to our testing needs. – Mr. Ariel Chávez II, PE/RPLS/ Director of Engineering Services

QUALITY ASSURANCE / QUALITY CONTROL

Internal Quality Management

Our firm follows a reporting structure that will best benefit our clients. Steps and processes are performed in every task of our services to give the client the best product possible. Our client first attitude, service approach, methodology of doing business, and internal quality control program allow us to continue providing services throughout the State of Texas building long term business relationships.

Reporting Structure

Reporting Structure starts within our management team. MEG is called for the requested services and to make the necessary arrangements to initiate the project. Our dispatcher will dispatch one of our highly trained technicians to the requested project site. At this point the technician will perform the requested task(s) and then complete his/her field-testing report. Field Testing reports are turned in daily and our project managers review the testing reports. The testing reports and then turned into our administrative staff and are typed for second review of the project managers. The reports are then reviewed and signed by the office engineer before they are sent to the client. The testing reports provided by MEG include all the necessary data that is often requested by the Owner and members of the design team.

Decision Making

Decision Making by MEG starts within our management team. The decisions made by our staff and key personnel come only after consulting with the principal engineer. Timing and scheduling are important factors of construction, and every decision made will consider the best interest of our client. Engineering Recommendations are only made by a Professional Engineer that is registered in the State of Texas.

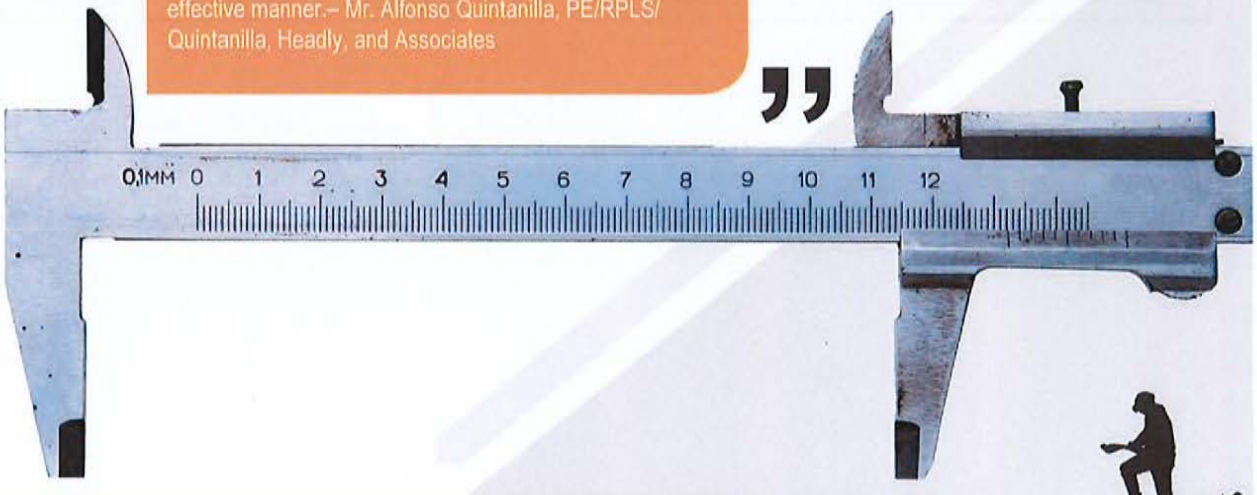
Quality Control Plans

Quality Control is monitored by MEG in every aspect of our work. Our office maintains a quality control program that has been approved by the American Association of State Highway and Transportation Officials (AASHTO) and the State of Texas, Department of State Health Services Radiation Control Program. Quality control is monitored and documented by our (QA/QC) Manager and Radiation Safety Officer.

Reporting and Billing Quality Assurance

Quality assurance is maintained by MEG in every aspect of our administrative work. Our office maintains an internal quality control program that is used by our administrative staff to audit every process of our reporting and billing procedures. This quality assurance measure allows us to maintain the quality service that is essential to our client's business.

> "MEG provides excellent services in a timely and cost effective manner.– Mr. Alfonso Quintanilla, PE/RPLS/ Quintanilla, Headly, and Associates"







Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742996684300**
Approval Date: **September 28, 2023**
Scheduled Expiration Date: **September 28, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Millennium Engineers Group Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 28, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

June 2, 2023

Raul Palma
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, TX 78540

Dear Raul Palma:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **223066103**
Certification Expiration: **June 2, 2025**

Providing the following products or services:
NAICS 541330: CIVIL ENGINEERING SERVICES
NAICS 541370: LAND SURVEYING SERVICES
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is June 2, 2025.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sandra Ramos

Sandra Ramos
Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

MILLENNIUM ENGINEERS GROUP INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-3913

Expiration Date
6/30/2025





Geotechnical / Environmental / Forensic / Construction Materials Testing / Consulting / Geostructural / Facilities

MEG Engineers – Pharr
www.megengineers.com, 5804 N. Gumwood Ave.
Pharr, Texas 78577

956-702-8500, apalma@megengineers.com

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC. FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-006

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin M. Esler	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2023	11/22/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2023	11/22/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Incident Liability - Retro Date: Full Prior Acts			MCH288364872	12/12/2023	12/12/2024	Per Claim Limit	$5,000,000
							Aggregate Limit	$5,000,000
							Deductible per claim	$10,000

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

Re: RFQ # 2024-9 – Engineering Services Rotation"; Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT “C”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: BIANCA TERAN	
StateFarm STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	PHONE (A/C, No, Ext): 956-683-9800	FAX (A/C, No): 956-683-9810
	E-MAIL ADDRESS: info@robertelizalde.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER B : State Farm Mutual Automobile Insurance Company	25178
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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			329 5662-D26-53S	10/26/2023	10/26/2024	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? ☐ (Mandatory in NH)	N/A	Y	0002101073	10/17/2023	10/17/2024	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)

RFQ # 2024-9 – Engineering Services Rotation

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bianca Teran

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 19, 2026
EXECUTIVE SESSION
Agenda Item No: 15.B.

1. **Agenda Item:**
   Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

2. **Description:**

3. **Staff's Recommendation:**

Reviewed by:

Prepared by:
Josephine Ramirez Solis,
City Attorney

Attachments:
None