EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539
OCTOBER 03, 2023

REGULAR MEETING AGENDA
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. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Danielle H. Luna, Teen United World 2024. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing October 2023, as Chiropractic Health Month. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing October 2023, as Down Syndrome Awareness Month. [Clarice Y. Balderas, City Secretary]

D. Present the Recipients for the Employee of the Month Award for the Month of August and September 2023. [Belinda Torres, Director of Human Resources/Civil Service]

5. 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.

6. PUBLIC HEARINGS - SPECIAL ITEMS

Special Planning and Zoning Commission Items are those items requiring a 4/5 vote by the City Council to overturn the Planning and Zoning Commission decision. A single hearing will be held for all such items and all will be enacted by One Motion. If any member of the Public opposes any item(s) or if any member of the Governing Body requests discussion on any item(s), such item(s) will be considered separately.

A. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf Maria Guadalupe Longoria. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lots 10 and 11, Southside Subdivision, Located at 822 and 902 South 10th Avenue, as Requested by Gregorio R. Lopez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24', Located at 1417 Santa Maria Street, as Requested by James W. Turner Construction, Ltd. on Behalf of Eleno Puente. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District, 7.13 Acres Out of Lot 7, Swearengen Tract and Out of Lot 2, Block 1, John Closner Subdivision, Located at 2406 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Los Lagos Real Estate, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, 9.91 Acres, All of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Proposed RG Subdivision, Located at 4708 North Gwin Road, as Requested by Rio Delta Engineering on Behalf of RG Enterprises LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 0.48 of an Acre Tract of Land Being a Portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision, Located at 3605 East Richardson Road, as Requested by Rolando Ramos. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

G. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 3, Block 7, Country Club Place Subdivision, Located at 1209 South 10th Avenue, as Requested by Quintanilla, Headley & Associates on Behalf of Andre Maldonado. **(A 4/5 vote is required by**

the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

H. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 50, Villa Del Sol Subdivision, Located at 1212 Starshine Drive, as Requested by Tony Resendez on Behalf of Rubicon Construction Group. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

I. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 27.590 Acres Out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision, Located at 901 East Chapin Road, as Requested by Mario A. Reyna, P.E. on Behalf of ROTU Investments, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

7. PETITION

A. Consider the Petition Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCES

A. Consider Variance to the City's Unified Development Code, Article 3, Section 3.102-1, Single-Family Detached Lot and Building Standards, Residential Primary, Rear Yard Setbacks for the Proposed the Embers II Subdivision, Being a 20.95 Acres Tract of Land Out of Lot 4, Block 1, A.J. McColl Subdivision, Located at 3207 South Jackson Road, as Requested by Quintanilla, Headley & Associates, Inc., on Behalf of MDG Investments Group, LLC. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Variance Request to the City's Unified Development Code Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width for the Proposed the Villas on Canton Subdivision a 10.00-Acre Tract of Land out of Lot 2, Block 55, Alamo Land and Sugar Company Subdivision, Located at 3500 East Canton Road, as Requested by Melden & Hunt, Inc., on Behalf of A.I.M.Z Development, LLC. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

A. Consider Ordinance Providing for the Voluntary Annexation of a 600.885 Acres of Land Located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision of Record to the Map or Plat Thereof Recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a Portion of Baker's Subdivision of the Cucharia Tract, a Subdivision of Record According to the Map or Plat Thereof Recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and Further Being All of that Certain Called 69.4 Acres of Land Conveyed to the City of Edinburg as Described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; All of that Certain Called 86.70 Acres of Land (Tract 1) and that Certain Called 257.51 Acres of Land (Tract 2) Conveyed to the City of Edinburg, as Described in Document

2009-2043501, Official Records of Hidalgo County, Texas; All of that Certain Called 126.455 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; All of that Certain Called 59.93 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas, Located at 15600 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Ordinance Providing for the Voluntary Annexation of a 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and Further Being All of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Located at 17000 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

C. Consider Ordinance Providing for a Temporary Special Use Permit for the "University Drafthouse Beerfest 2023" to be Held on Saturday, October 14, 2023, at the Edinburg Economic Development Corporation Promenade Area Located at 501 W. McIntyre Street. as Requested by the Edinburg Chamber of Commerce and University Draft House. [Jaime Acevedo, Director of Planning and Zoning]

D. Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermese" to be Held Saturday, October 14, 2023, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

E. Consider Ordinance Providing for a Temporary Special Use Permit for the 15th Annual "Love Your Cha-Chas" 5K Run/Walk to be Held on Saturday, October 28, 2023, Being a portion of Lot 10, Block 271, Texas-Mexican Railway Company's Survey, Located 1800 Mark S. Pena Drive, at Richard Flores Stadium as Requested by JoAnne Perez Pena. [Jaime Acevedo, Director of Planning and Zoning]

10. CONTRACTUALS

A. Consider Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Public Works Department, and the Lower Rio Grande Valley Regional Texas Pollutant Discharge Elimination System TPDES Stormwater Task Force Partnership, Inc. for Preparation of a (TPDES) Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. [Vincent A. Romero, CPM, Public Works Director]

B. Consider Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Police Department, and the University of North Texas at Dallas to House the Regional Director for the Peer Support Network at the Edinburg Police Department. [Jaime Ayala, Police Chief]

C. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the

New US Business 281 One Million Gallon Composite Elevated Water Storage Tank. [Tomas D. Reyna, Assistant City Manager]

D. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New Astro-turf Baseball Fields at Municipal Park. [Tomas D. Reyna, Assistant City Manager]

E. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the Sewer Line Expansion for East Owassa Road to Provide First Time Sewer Service. [Tomas D. Reyna, Assistant City Manager]

F. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Melden & Hunt, Inc. Based on RFQ 2022-005, Professional Engineering Services for the Design of Municipal Park Turf Fields for an Amount Not to Exceed $52,000.00 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

G. Consider Authorizing the City Manager to Pay the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering, LLC in the Amount of $31,334.88. [Gerardo Carmona Jr, P.E., Director of Utilities]

11. AWARDING OF BIDS

A. Consider Awarding RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels for their Fuel and Equipment Unit Prices as Listed for a Term of Three (3) Years, with an Option to Renew Three (3) Additional Years and Authorize the City Manager to Execute Any Documents Related Thereto. [Eddie Velarde, Director of Aviation]

B. Consider Awarding RFP No. 2023-016, City of Edinburg Comprehensive Plan to Kendig Keast Collaborative for their Proposal of $250,000.00 and Authorize the City Manager to enter into a professional services contract Pursuant to the City's Ordinances and Procurement Policies. [Jaime Acevedo, Director of Planning & Zoning]

C. Consider Authorizing the Purchase of Two (2) New Smart View 360°Cameras with Hardware Included through the Texas Local Government Purchasing Cooperative (BuyBoard) to AM Signal. LLC of Littleton, Colorado, in the Amount of $37,991.06. [Vincent A. Romero, CPM, Public Works Director]

D. Consider Awarding Bid No. 2023-28, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Frontera Materials, Inc. for their Unit Price of $71.00 Per Ton of River Rock Type "D" Hot Mix and $77.50 Per Ton of Limestone Type "D" Hot Mix and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of $75.45 Per Ton of River Rock Type "D" Hot Mix and $75.45 Per Ton of Limestone Type "D" Hot Mix. [Vincent A. Romero, CPM, Public Works Director]

E. Consider Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

F. Consider Awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. for their Unit Prices as Listed for the Total Amount of $80,639.29 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

G. Consider Awarding Bid No. 2023-32, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Documents Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

H. Consider Awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, to Landmark Structures I, L.P. in the Amount Not to Exceed $5,037,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

12. ECONOMIC DEVELOPMENT

A. Discuss and Consider Approval of the Edinburg Economic Development Corporation's Renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024. (The Edinburg EDC Approved this Item by a Vote of 6-1 on September 26, 2023). [Raudel Garza, Edinburg EDC Executive Director]

B. Discuss and Consider the Fiscal Year 2023-2024 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. (The Edinburg EDC Board Approved this Item by a Vote of 7-0 on September 26, 2023) [Raudel Garza, Edinburg EDC Executive Director]

13. RESOLUTIONS

A. Consider Resolution Authorizing the City Manager to Submit an Application for Bipartisan Infrastructure Investment and Jobs Act FY24 Federal Aviation Administration Airport Terminal Program Grant, and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

B. Consider Resolution in Support of the RGV Recompete Coalition and the University of Texas Rio Grande Valley in the Submission of the Region's Recompete Plan and Strategy Development Grant. [Clarice Y. Balderas, City Secretary]

C. Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025. [Clarice Y. Balderas, City Secretary]

14. ELECTION

A. Consider Authorizing the City Manager to Enter into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 07, 2023. [Clarice Y. Balderas, City Secretary]

15. APPOINTMENTS

A. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, Five Members; Cultural Activities Board, Two Members. [Clarice Y. Balderas, City Secretary]

16. 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 Canceling or Rescheduling the Tuesday, November 07, 2023 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]

17. OTHER BUSINESS

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

18. 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 and Possible Action Regarding Economic Development Agreements. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

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

C. Discussion regarding employment matter. (§551.071. Consultation with Attorney; Closed Meeting; §551.074. Personnel Matters; 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.

19. 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 September 29, 2023 at 9:40 p.m.

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

Disability Access Statement

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.A.

1. **Agenda Item:**
Presentation of Proclamation Recognizing Danielle H. Luna, Teen United World 2024. [Clarice Y. Balderas, City Secretary]

2. **Description:**
At the young age of six Danielle H. Luna took on a passion of competing in pageantry, her dedication earned her the Teen Texas United World 2023 and most recently she proudly represented the City of Edinburg as Teen South Texas, winning the International title of Teen United World 2024.

In the past eight years Danielle has volunteered over 900 hours and has received a Resolution from the State of Texas. She continues giving back to the community with her involvement in the Rainbow Room, Emily's meals for the homeless, and SuperRami Foundation.

Miss Luna plans to attend Baylor University and obtain a degree in forensic Science to become a Forensic Pathologist and a Ballistics Expert.

The Edinburg City Council would to recognize the achievements and dedication of Danielle H. Luna, and wish her success in her future endeavors.

Miss Danielle Luna works diligently to create a strong and better community and has most recently won the International title of Teen United World 2024.

3. **Staff's Recommendation:**
Present Proclamation Recognizing Danielle H. Luna, Teen United World 2024.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
A. Proclamation Recognizing Danielle H. Luna

PROCLAMATION



DANIELLE H. LUNA
TEEN UNITED WORLD 2024

WHEREAS, Danielle H. Luna was born on April 6, 2006 to Mr. Jaime and Mrs. Karina Luna; and,

WHEREAS, at the young age of six Danielle H. Luna took on a passion of competing in pageantry, her dedication earned her the Teen Texas United World 2023 and most recently she proudly represented the City of Edinburg as Teen South Texas, winning the International title of Teen United World 2024; and,

WHEREAS, Miss Luna is a 17 year old senior at Edinburg High School where she is part of the Edinburg High School cheer team, the Edinburg High School National Honor Society, the band, she carries the title of Edinburg High School FFA chapter Sentinel officer, president of her 4H Club Town and Country. She has participated in the Swine Division with market hogs at the Rio Grande Valley Live Stock and stated qualified for 4-H shooting sports; and,

WHEREAS, Danielle many ties to the community she is an ambassador Girl Scout with Troop #62, a debutante at the Hidalgo County Cotillion; and,

WHEREAS, in the past eight years Danielle has volunteered over 900 hours, having received a Resolution from the state of Texas she continues giving back to the community with her involvement in the Rainbow Room, Emily's meals for the homeless, SuperRami Foundation; and,

WHEREAS, Danielle works diligently to create a strong and better community through "Danielle's 365" a year-round kindness campaign she founded to help her people and community issues; and,

WHEREAS, Miss Luna will dedicate and ambitiously work to attend Baylor University and obtain a degree in forensic Science to become a Forensic Pathologist and a Ballistics Expert.

WHEAREAS, the Edinburg City Council is proud to recognize the achievements and dedication of Danielle H. Luna, and wish her success in her future endeavors.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

DANIELLE H. LUNA
TEEN UNITED WORLD 2024

who genuinely cares about helping people and takes his job very seriously.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 3rd day of October, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.B.

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 2023, as Chiropractic Health Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Low back pain, ranks among the most common forms of chronic pain and has been one of the leading reasons why people are prescribed opioids; and the number of people worldwide living with back pain is projected to increase by 36% to 843 million over the next 30 years.

With the theme "Chiropractic: Relieve, Restore, Resume," National Chiropractic Health Month 2023 reminds citizens of the City of Edinburg, Texas, that non-drug treatments for low back, neck and joint pain, such as spinal manipulation and other chiropractic services, can help relieve pain and restore joint function, helping people to resume their lives and the activities that matter most.

The Edinburg City Council would like to recognize and join the American Chiropractic Association (ACA) and the Texas Chiropractic Association (TCA) in proclaiming the month of October 2023 as Chiropractic Health Month.

About 20 percent of adults in the United States – one in five – experience chronic pain, which is lasting more than three months.

3. **Staff's Recommendation:**
Present proclamation recognizing October 2023 as Chiropractic Month.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
A. Proclamation Recognizing Chiropractic Health Month

PROCLAMATION



CHIROPRACTIC HEALTH MONTH
OCTOBER 2023

WHEREAS, about 20 percent of adults in the United States experience chronic pain, new cases of chronic pain occur among adults more frequently than new cases of other common chronic conditions such as diabetes and high blood pressure; and,

WHEREAS, in the United States, musculoskeletal conditions are a common cause of chronic pain resulting more that 130 million healthcare visits annually, making them the number one reason people visit their doctors; and,

WHEREAS, low back pain, ranks among the most common forms of chronic pain, becoming one of the leading reasons why people are prescribed opioids; and the number of people worldwide living with back pain is projected to increase by 36% to 843 million over the next 30 years; and,

WHEREAS, according to the Centers of Disease Control and Prevention (CDC), one in four patients who receive prescription opioids long term for non-cancer pain struggle with addiction; and,

WHEREAS, the American College of Physicians' low-back treatment guidelines promote the use of non-invasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medication and surgery; and,

WHEREAS, CDC's 2022 Clinical Practice Guideline for Prescribing Opioids promotes "Diverse approaches and varied pain management solution" and specifically encourages use of non-opioid/non-pharmalogical therapies as a first line of treatment against subacute and chronic pain; and,

WHEREAS, Doctors of chiropractic play a key role in helping patients manage pain and lessen their reliance on prescription pain medication with their evidence-based, patient-centered non-drug approach; and,

WHEREAS, with the theme "Chiropractic: Relieve, Restore, Resume," National Chiropractic Health Month 2023 reminds citizen of the City of Edinburg, Texas, that non-drug treatments for low back, neck and joint pain, such as spinal manipulation and other chiropractic services, can help relieve pain and restore joint function, helping people to resume their lives and the activities that matter most.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize the month of October 2023 as:

CHIROPRACTIC HEALTH MONTH

and strongly encourage everyone to spread awareness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 3rd day of October, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.C.

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 2023, as Down Syndrome Awareness Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Down Syndrome is the most common chromosomal condition, on average 550 babies are born with Down Syndrome in Texas every year.

Early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more efforts are needed to break down barriers and promote advocacy and access to resources for individuals with Down Syndrome.

The City Council would like to recognize October 2023 as Down Syndrome Awareness Month and acknowledge that individuals with Down Syndrome should have an equal opportunity to chase their dreams, be included in their community, and reach their fullest potential.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October, 2023 as Down Syndrome Awareness Month.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
A. Proclamation Recognizing Down Syndrome Month

PROCLAMATION



DOWN SYNDROME AWARENESS MONTH
OCTOBER 2023

WHEREAS, on average, about 550 babies are born with Down Syndrome in Texas each year, and about 6,000 nationwide; and,

WHEREAS, there are more than 1,250 individuals with Down Syndrome living in Hidalgo County, and 250,000 individuals living with Down Syndrome in the United States; and,

WHEREAS, Down Syndrome is the most common chromosomal condition that results in individuals being born with an extra copy of chromosome 21; and,

WHEREAS, while research and early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more efforts are needed to break down barriers and promote advocacy and access to resources for individuals with Down Syndrome; and,

WHEREAS, local organizations such as the Rio Grande Valley Down Syndrome Association, Easterseals RGV, Capable Kids Foundation and Special Olympics raise awareness and education, and provide services and support for individuals with Down Syndrome and their families throughout the Rio Grande Valley; and,

WHEREAS, possessing a wide range of abilities, people with Down Syndrome are active participants in educational, occupational, social, and recreational circles within our communities; and,

WHEREAS, individuals with Down Syndrome should have an equal opportunity to chase their dreams, take pride in their achievements, be included in their community, and reach their fullest potential; and,

WHEREAS, individuals with Down Syndrome from across the Rio Grande Valley, their families, friends and community member will be participating in the 11th annual Step Up for Down Syndrome Awareness Walk at Edinburg Municipal Park on Saturday, October 21, 2023, as Down Syndrome Awareness Month in Edinburg, Texas.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX:
By the power vested in me by law, do hereby proclaim October 2023, as:

DOWN SYNDROME AWARENESS MONTH

in Edinburg, Texas and I call on all citizens to join raise awareness, in supporting the 11th Annual Step Up for Down Syndrome Awareness Walk on October 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 3rd day of October, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.D.

1. **Agenda Item:**
Present the recipient for the Employee of the Month award for the month of August 2023. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipients for the Employee of the Month for the month of August 2023.

Recipient for the month of August 2023: Robert Reyes, Police Officer 2, with the Police Department.

The recipient of the employee of the month award has actively participated in programs and objectives above and beyond the employee's regular job duties and responsibilities.

3. **Staff's Recommendation:**
Present the recipient for the Employee of the Month award for the month of August 2023.

Reviewed by:

Prepared by:
Belinda Torres
Director of Human Resources/Civil Service

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.A.

1. Agenda Item:

Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf Maria Guadalupe Longoria. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the east side of South Jackson Road, approximately 950 ft. north of West Freddy Gonzalez Drive. The lot has 164.75 ft. of frontage on South Jackson Road and 264.00 ft. of depth for a total lot area of 1.00 gross acre. The requested zoning designation is the highest intensity residential district, intended to accommodate various multifamily uses. The applicant is proposing a multifamily development at this location.

The property is currently zoned Commercial, Neighborhood (CN) District. Adjacent zoning is Residential, Primary (RP) District to the west, and Residential Multi-Family (RM) District to the north, south and east. The property is currently vacant. Adjacent land uses are all single-family residential. The future land use designation is for Neighborhood Commercial uses at this location.

Staff received a Zone Change Application for the subject property on January 12, 2023. No payment was made at that time, and the request was on hold until the applicant was ready to proceed; payment was received on August 15, 2023. The subject property was rezoned from Auto-Urban Residential (AU) District to Commercial, Neighborhood (CN) District on November 1, 2016. The intent at that time was to establish a learning center at this location, but the plans never materialized. The current owner now intends a multifamily development at this location. Rezoning is required to accommodate the proposed development.

Staff mailed a notice of the public hearing to 31 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor and 16 against this request at the time this report was prepared. Notice of this public hearing was be published in the newspaper on September 13, 2023.

3. Staff's Recommendation:

Staff recommends denial of this rezoning request as is out of character with all adjacent zoning, land uses, and residential densities in this area. The requested zoning designation is incongruous with adjacent zoning, land uses, and residential densities in this area. However, some commercial developments that would be allowed by the current zoning may also be out of character with adjacent land uses.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to deny the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning

Commission action.

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

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 8/31/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District

APPLICANT: Maria Guadalupe Longoria

AGENT: Sheriff Muse-Ariyoh

LEGAL: A 1.00 acre tract of land being a portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 1210 South Jackson Road

LOT/TRACT SIZE: 1.00 acre

CURRENT USE: Vacant

PROPOSED USE: Multifamily Residential

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING:
North – Residential Multi-Family (RM) District
South – Residential Multi-Family (RM) District
East – Residential Multi-Family (RM) District
West – Residential, Primary (RP)

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District.

REZONING REQUEST
MARIA GUADALUPE LONGORIA

EVALUATION

The following is staff's evaluation of the request:

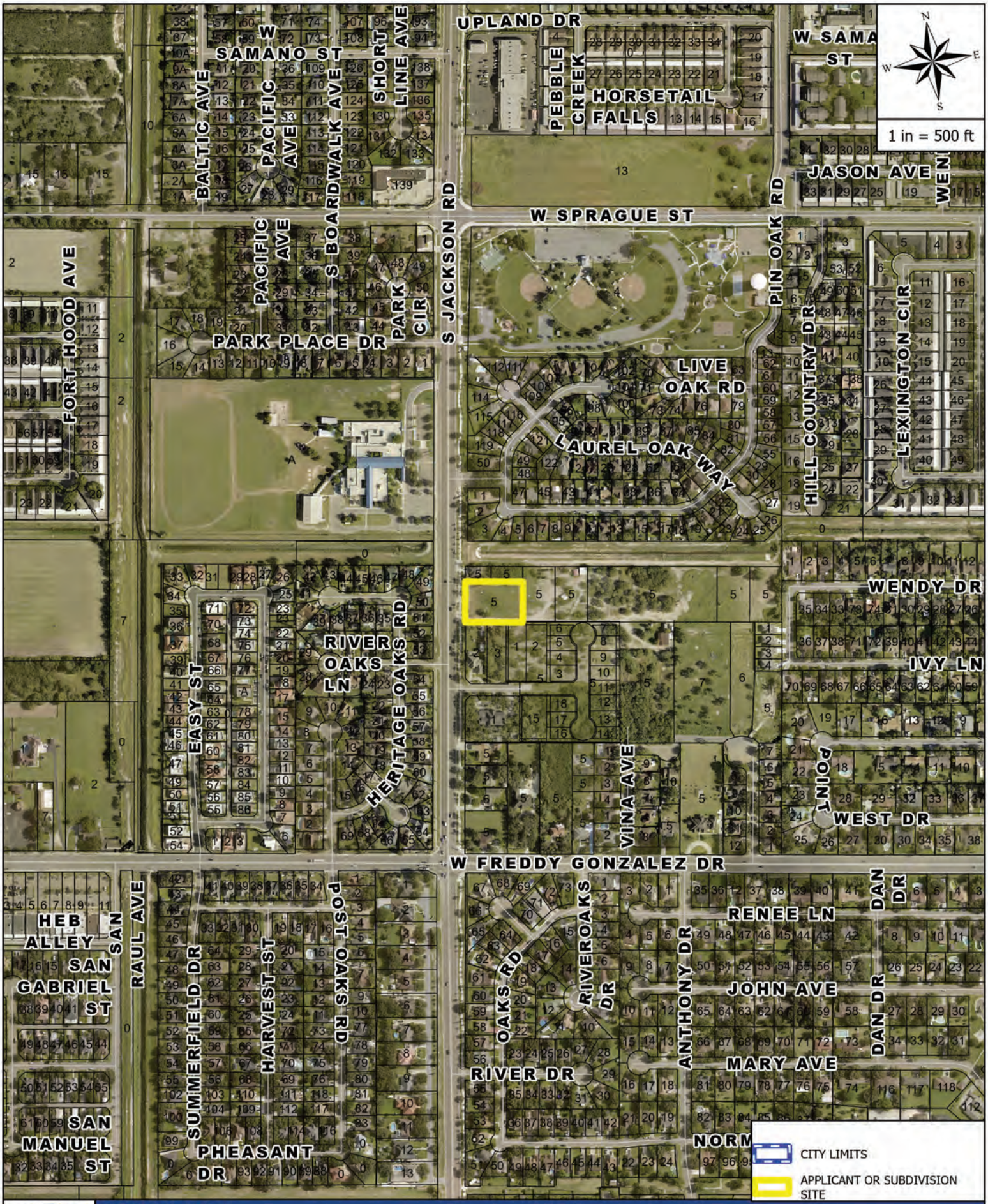
1. The property was rezoned to Commercial, Neighborhood (CN) District on November 1, 2016.
2. The intended commercial development never materialized, and the property is vacant.
3. All adjacent land uses are single-family residential with what appears to be vacant land to the east.
4. The proposed multifamily development is out of character with the surrounding single-family land uses.
5. The proposed residential densities are much higher than existing residential uses in this area.
6. The existing zoning is incongruous with the surrounding zoning. This may allow development that is also out of character with surrounding land uses regardless of rezoning.
7. South Jackson Road is classified as a high-speed principal arterial street, better suited for commercial and multifamily uses for direct access.
8. The requested zoning is not in keeping with the Future Land Use Plan.
9. There is a need for additional housing in the community.

Staff recommends denial of the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District based on surrounding zoning, land uses, and residential densities. The requested zoning is inconsistent with the existing development in this area. However, it should be noted that the proposed multifamily development may be more compatible with existing single-family residential uses than some uses allowed by current zoning.

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

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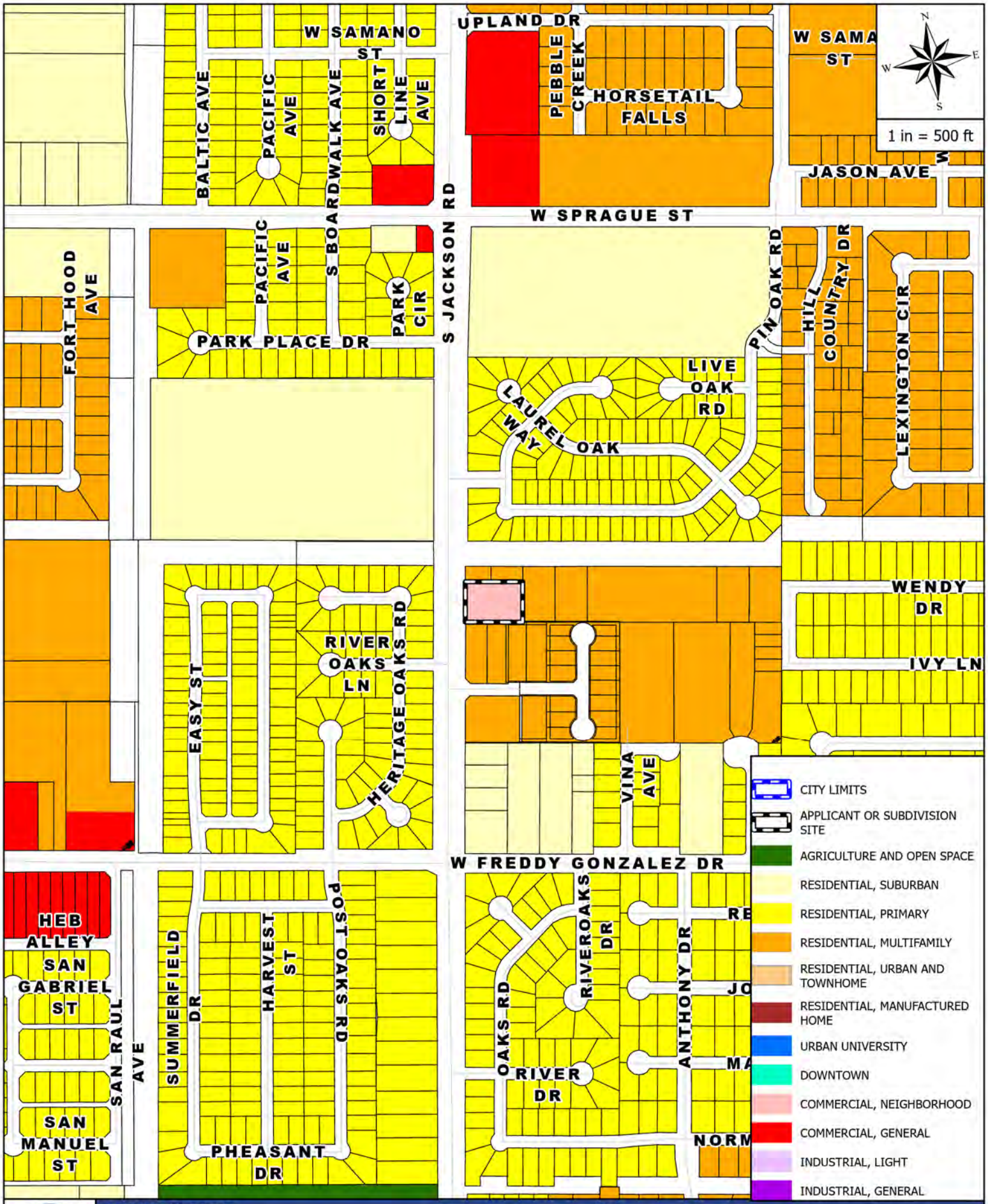
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

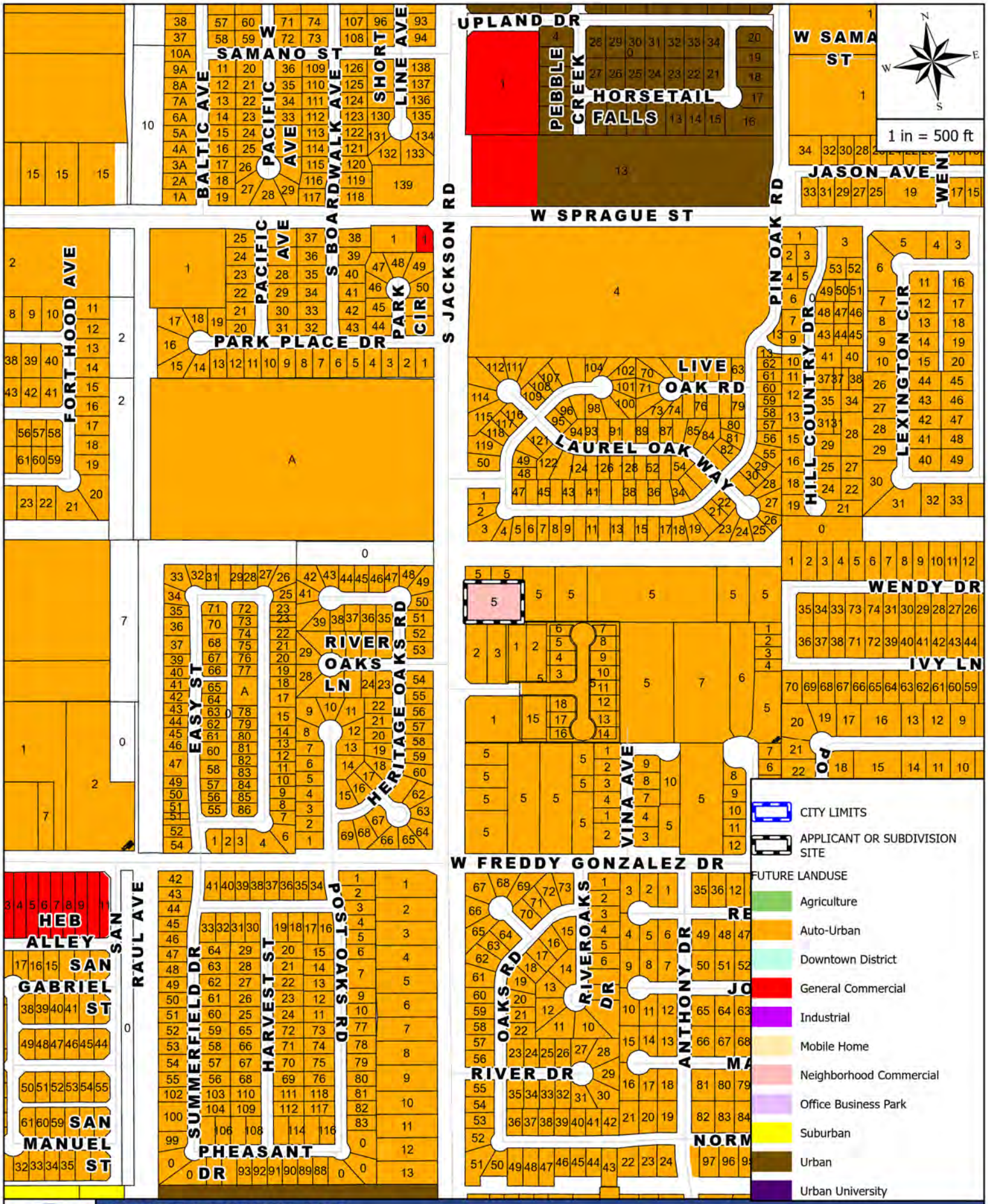
SHERIFF MUSE ARIYOH



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

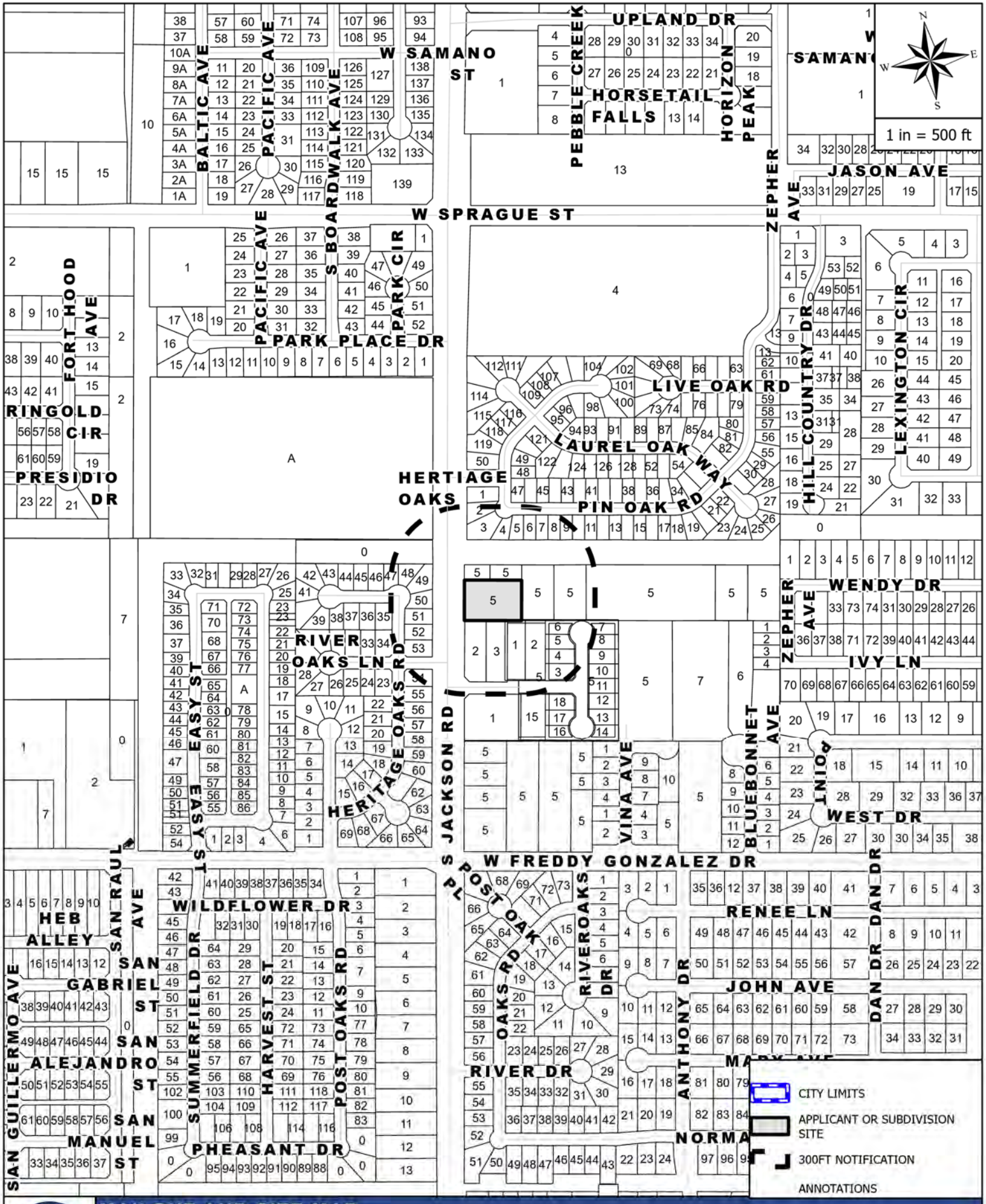
SHERIFF MUSE ARIYOH



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

SHERIFF MUSE ARIYOH



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

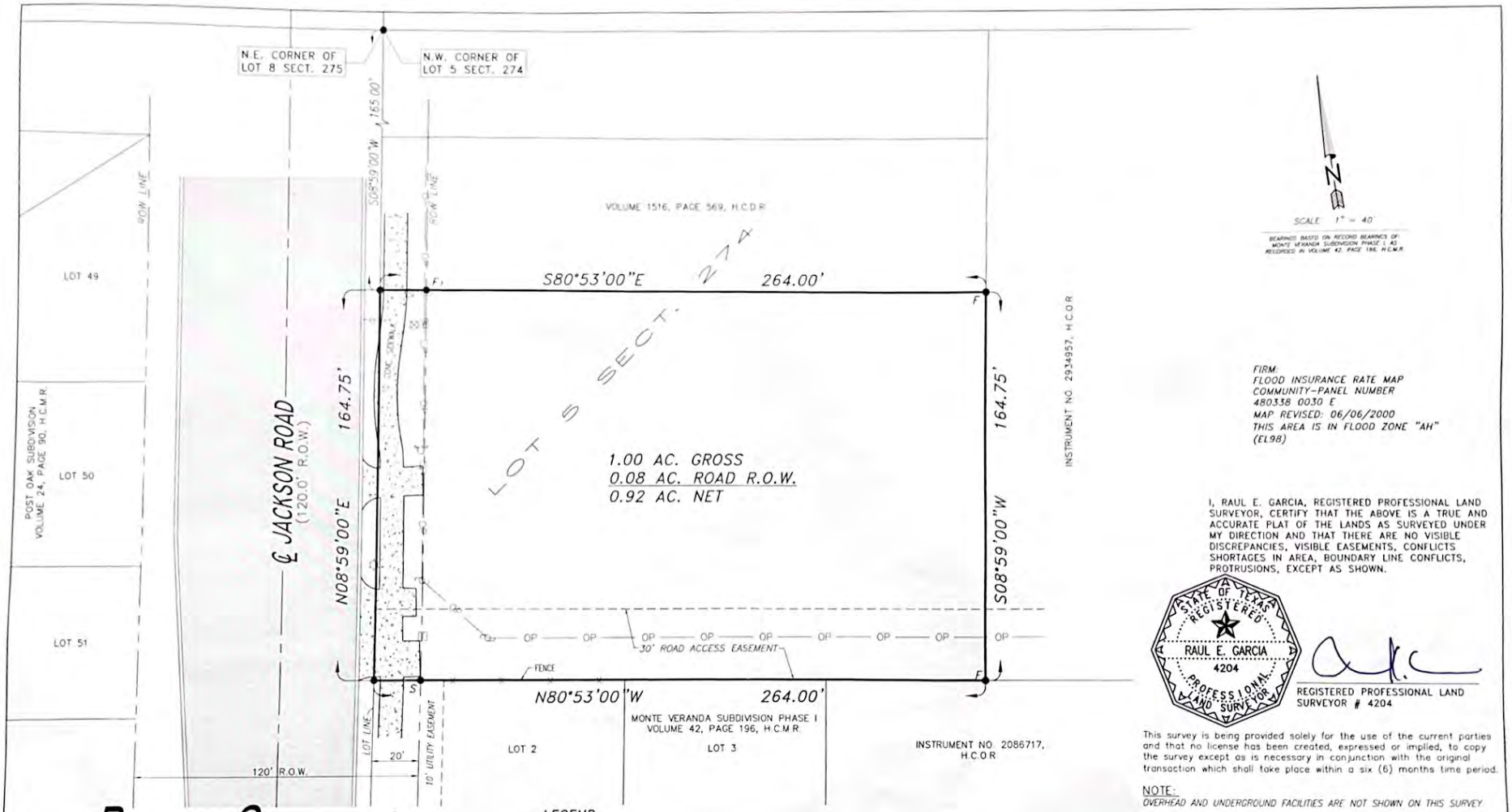
SHERIFF MUSE ARIYOH

Rezoning Request Site Photo

MARIA GUADALUPE LONGORIA

1210 South Jackson Road





PLAT SHOWING

A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION AS RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN GIFT WARRANTY DEED RECORDED IN DOCUMENT #1968946, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND:

- F – FOUND 1/2"ø IRON ROD
- F1 – FOUND 2"ø PIPE
- S – SET MAG NAIL
- – FIRE HYDRANT
- -OP- – OVERHEAD POWER LINE
- – POWER POLE
- – WATER VALVE
- – LIGHT POLE
- – TELEPHONE BOX
- – SPEED LIMIT SIGN WITH LIGHT

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480338 0030 E
MAP REVISED: 06/06/2000
THIS AREA IS IN FLOOD ZONE "AH"
(EL98)

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

STATE OF TEXAS REGISTERED RAUL E. GARCIA 4204 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

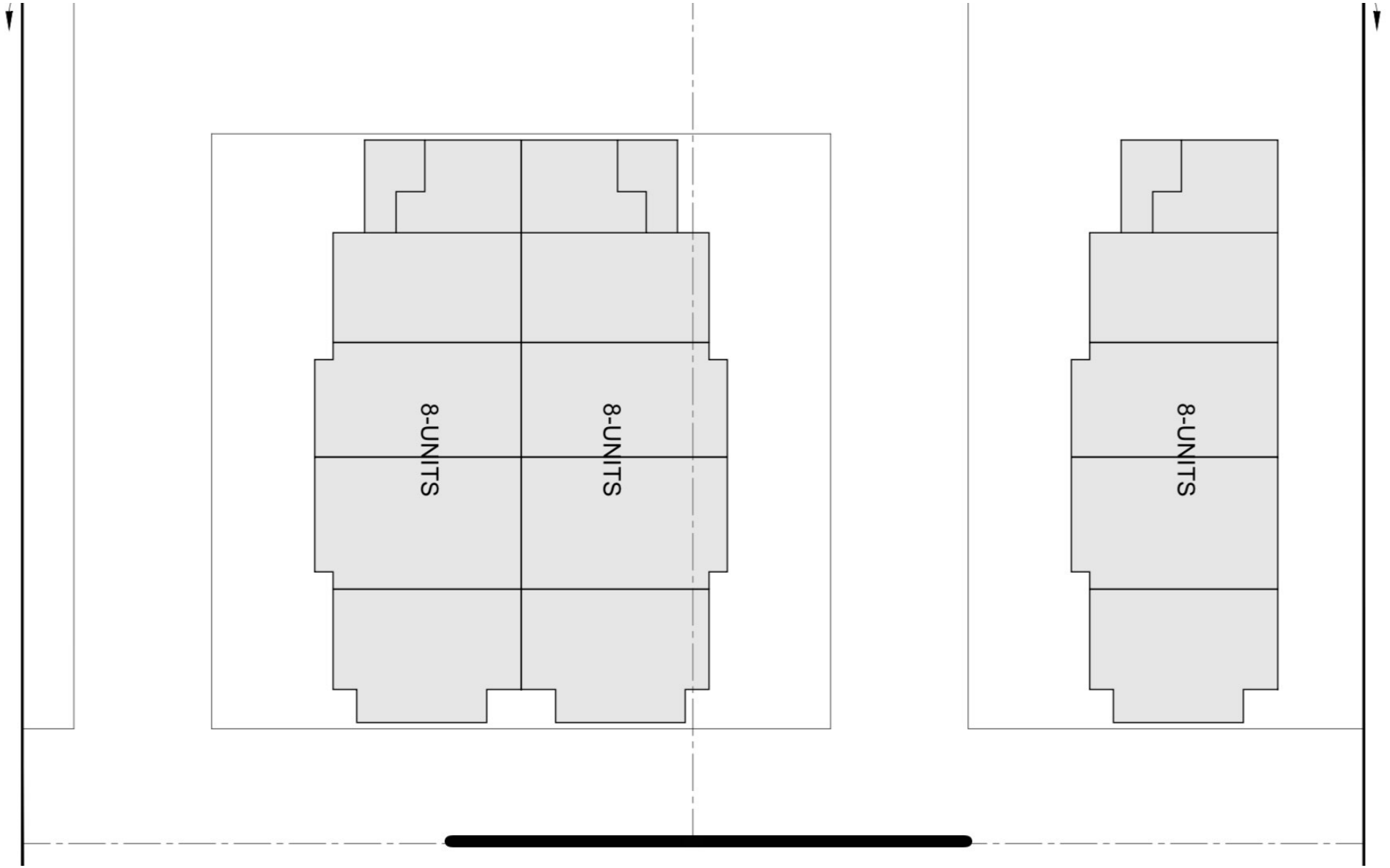
SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

R.E. Garcia Associates

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

TITLE: *BOUNDARY SURVEY*

DATE:	MAY 2, 2022 REV:
JOB #	2022-092 BOOK T-156/PG.10
SCALE:	1" = 40'
DRAWN BY:	E.S.


8-UNITS
8-UNITS
8-UNITS









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

Zone Change Application

ENERGOV CASE # RZNE-2023-0105

Date: 1/9/2023

1. Property Owner (required): Maria Guadalupe Longoria 2. Phone: (956) 207-5200

3. Mailing Address: 1614 River Oaks Dr

4. City: Edingburg State: TX Zip: 78539

5. Owner's Email: _____ 6. Cell No. _____

7. Agent (not owner): Sheriff Muse-A & F3 Desing 8. Agent's Phone: (240) 505-4679

9. Agent's Mailing Address: 1242 Morton Trce SE Unit 108

10. City: Atlanta State: Georgia Zip: 30316

11. Agent's Email: smusearIyoh@gmail.com

12. Address/Location being Rezoned: 1210 S Jackson Rd, Edinburg, TX

13. Legal Description of Property: 14. Property ID(s): 297186

TEX-MEX SURVEY S 164.75'-N330'-W264' LOT 5 BLK 274

15. Zone Change: From: CG - Commercial, General To: RM - Residential, Multifamily & Urban

16. Existing Land Use: Vacant

17. Reason for Zone Change: Requesting a zone change to construct ~~townhowmes~~ APARTMENTS

Sheriff Muse-Ariyoh
(Please Print Name)

Signature

Application Fee $400
RECEIPT NUMBER: REC-028446-2023 REVIEWED BY: Austin

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: Sept. 12 2023

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Oct. 3rd 2023

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

ANAYA MICHAEL J
2106 PIN OAK RD
EDINBURG, TX 78539-7335

CARDONA MYRTA
1402 HERITAGE OAKS RD
EDINBURG, TX 78539-7315

CHAPA VIOLA G
1124 HERITAGE OAKS RD
EDINBURG, TX 78539-7321

CLIFTON TINA
2020 PIN OAK RD
EDINBURG, TX 78539-7333

COLE FRANK B JR & MARGARET J
1406 HERITAGE OAKS RD
EDINBURG, TX 78539-7315

DE LOS SANTOS ROLANDO & MARIBEL P
2102 PIN OAK RD
EDINBURG, TX 78539-7335

EDINBURG CONS IND SCHOOL DS
PO BOX 990
EDINBURG, TX 78540-0990

ESCOBAR EMILIO JR & YADIRA A
513 NOGALES ST
MISSION, TX 78572-7873

ESPERICUETA FERNANDO & CARMEN
2114 PIN OAK RD
EDINBURG, TX 78539-7335

GARCIA BALDEMAR JR
1420 S JACKSON
EDINBURG, TX 78539-7345

GARCIA LOURDES DEL CONSUELO & LUIS E SUNER RIVAS
1204 S JACKSON RD
EDINBURG, TX 78539-7338

GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

GARZA ANDRES JR & ESTHER
2401 RIVER OAKS LN
EDINBURG, TX 78539-7319

GARZA ELEX ANDRES
2110 PIN OAK RD
EDINBURG, TX 78539-7335

GONZALEZ - SALINAS ALONDRA
2104 PIN OAK RD
EDINBURG, TX 78539-7335

GONZALEZ ISRAEL E JR
1308 HERITAGE OAKS RD
EDINBURG, TX 78539-7325

HERNANDEZ JOE J
PO BOX 2841
SAN JUAN, TX 78589-7841

HERNANDEZ TERESA P
PO BOX 2841
SAN JUAN, TX 78589-7841

HINOJOSA IRMA
1218 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

LONGORIA MARIA GUADALUPE
1614 RIVER OAKS DR
EDINBURG, TX 78539-6909

LOPEZ RITO & MARIA A
2122 PIN OAK RD
EDINBURG, TX 78539-7335

LUNA GILBERTO
1403 MOONLIGHT AVE
ALAMO, TX 78516-6884

ZONING CASE
OWNER NOTIFICATION LIST

NEUBAUER DAVID M & MARY M
1123 HERITAGE OAKS RD
EDINBURG, TX 78539-7322

PALACIOS CHRISTIAN J & ARACELY
2118 PIN OAK RD
EDINBURG, TX 78539-7335

PENA PATRICIA MINERVA
2024 PIN OAK RD
EDINBURG, TX 78539-7333

PRB PROPERTIES LP
PO BOX 1710
EDINBURG, TX 78540-1710

RAMUSSEN GERALD A JR & FRANCES S
1212 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

RODRIGUEZ MARCO A & CRYSTAL Y
GARCIA
1304 HERITAGE OAKS RD
EDINBURG, TX 78539-7325

TERAN MARIA CAROLINA
1224 HERITAGE OAKS RD
EDINBURG, TX 78539-7324

TORRES OLGA PERALEZ
2302 YELLOW ROSE DR
EDINBURG, TX 78539-6432

TREVINO RICHARD
1220 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, September 12, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF MARIA GUADALUPE LONGORIA

The requested zoning designation is the highest intensity residential district and allows multifamily uses on the subject property.

This request is scheduled to be heard by the **City Council on Tuesday, October 3, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, September 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, September 11, 2023

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

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

Comments: _____

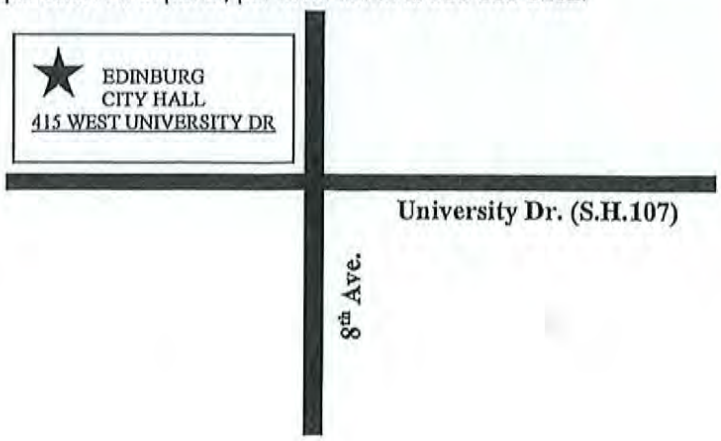
Print Name: Viola Chapa Valdez Phone No. 956-457-8892

Address: 1124 Heritage Oaks City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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

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



RECEIVED
SEP 07 2023
By Pnz Mail

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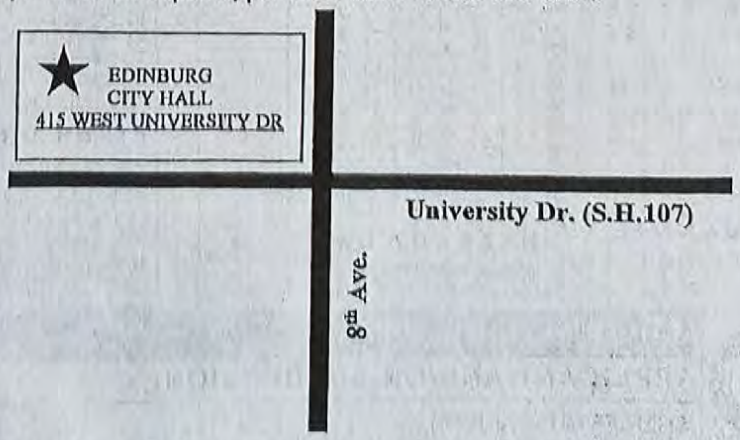
Print Name: Elev Garza Phone No. 956-[illegible]-1887

Address: 2110 pinoak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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



09-09-23

THE CITY OF Edinburg

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

Comments: The city doesnot want to connect me to the city sewar, how is going to turn the property next tomine a comercial zone, no sense.

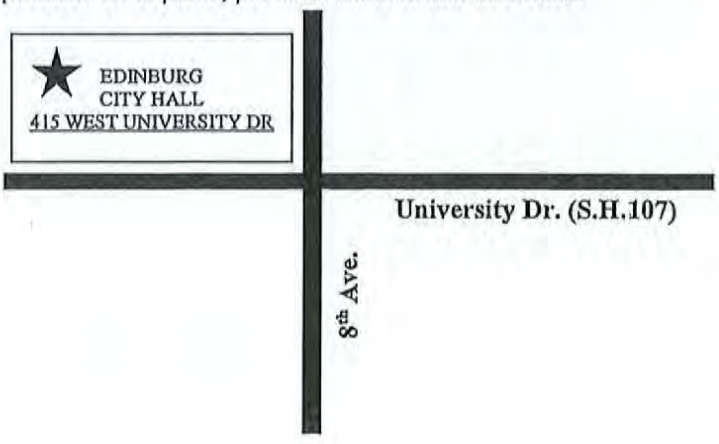
Print Name: Luis Suner Phone No. 956 878 2281

Address: 1204 S Jackson Rd City: Edinburg State: TX Zip: 78539

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



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FAX: (956) 292-2080 by Monday, September 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, September 11, 2023

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

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

Comments: _____

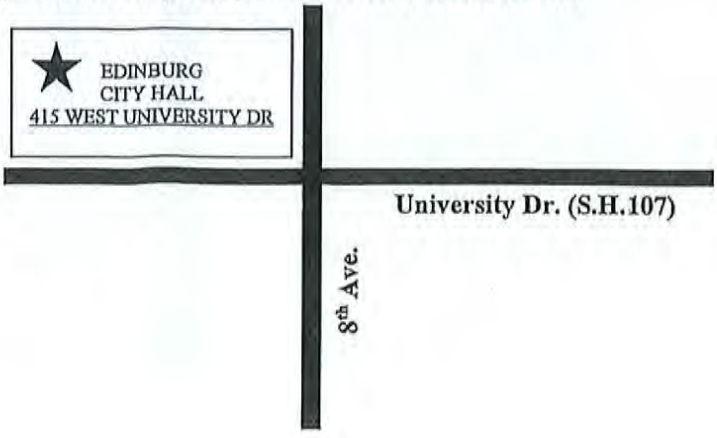
Print Name: Patricia Pena Phone No. (956) 648-4255

Address: 2024 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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



RECEIVED
SEP 11 2023
By RMZ

in person.

THE CITY OF Edinburg

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Comments: Property Values will go down,

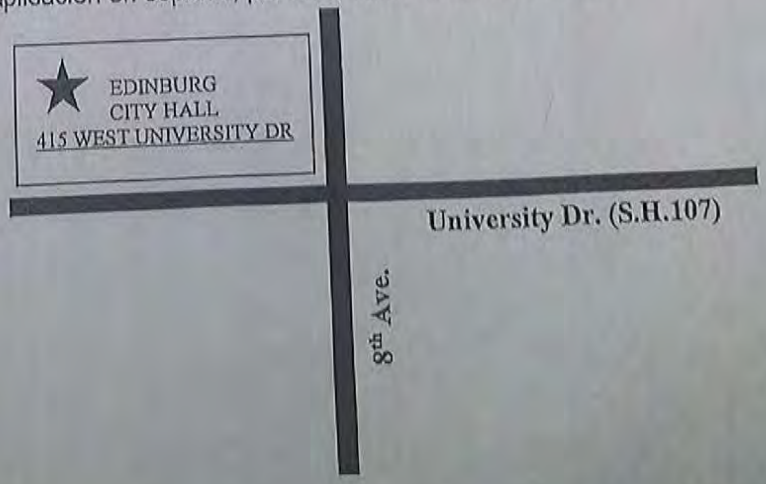
Print Name: Rolando delos Santos Phone No.

Address: 2102 Pin Oak City: Edinburg State: TX Zip: 78539

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

Comments: Adding Apartments Might Add Criminals Property Value will go down

Print Name: Lee Gonzalez Phone No.

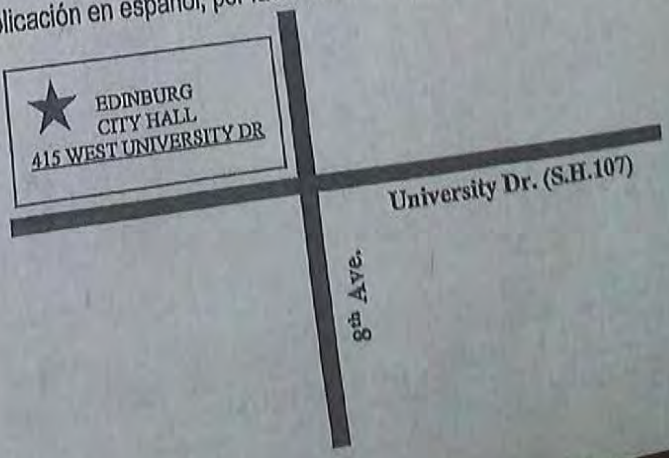
Address: 2113 Pin Oak City: Edinburg State: TX Zip: 78539

Lee Gonzalez

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Comments: This seems that it will decrease our property value, and depending on who moves in, it will not be a safe neighborhood anymore.

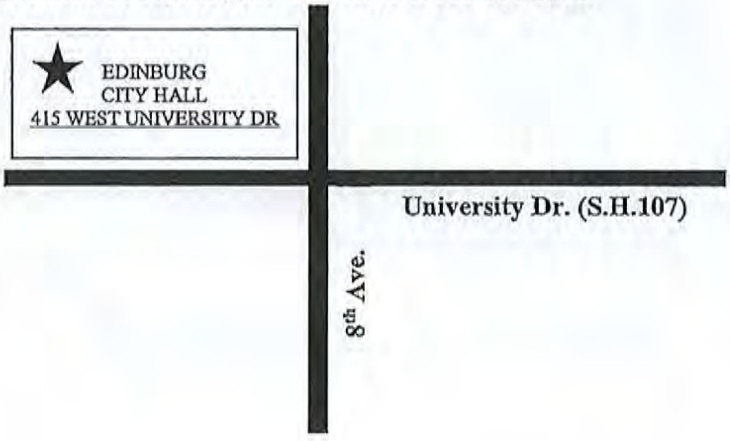
Print Name: Tina Clifton Phone No. _____

Address: 2020 Pin Oak Rd. City: Edinburg, State: TX Zip: 78539

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Comments: Our home was 2nd house built in area. We've been living in our subdivision over 35 yrs. We want to continue ~~having~~ feelin safe as we walk etc. Plus we have enough strangers at park last couple of years.

Print Name: Fernando & Carmen Esperiveta Phone No. (956) 821-2163

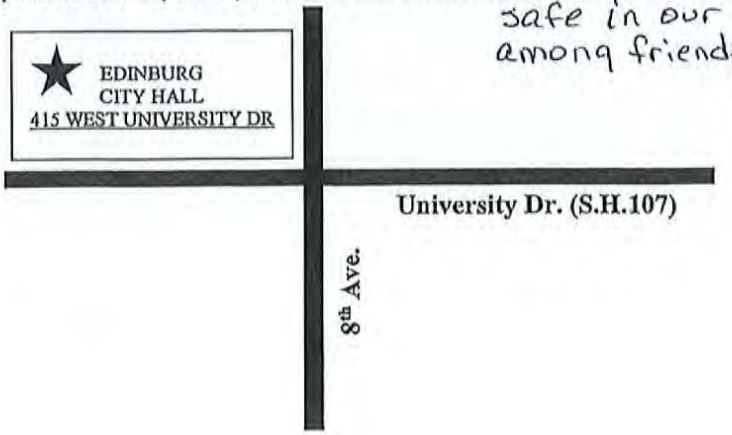
Address: 2114 Pin Oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

Do not want more in our backyards. want to Continue feelin safe in our home among friends!

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City of Edinburg
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RECEIVED
SEP 07 2023
By PNZ
in Person

14

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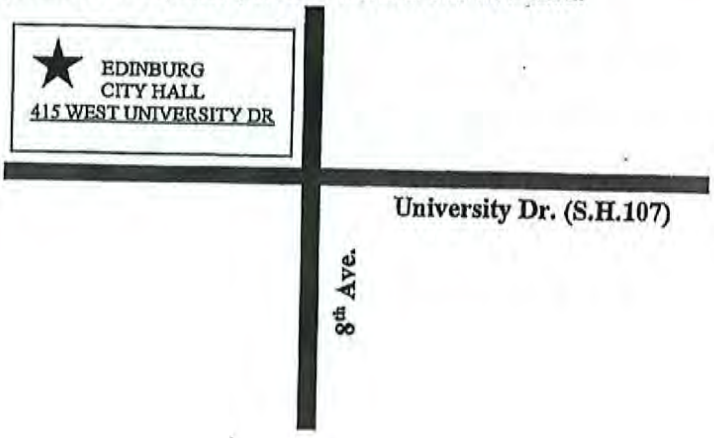
Print Name: PAM GARCIA Phone No. 956 330 0945

Address: 2157 GUADALAJARA ST City: EDINBURG State: TX Zip: 78539

NOTIFICACIÓN

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Comments: B GARCIA

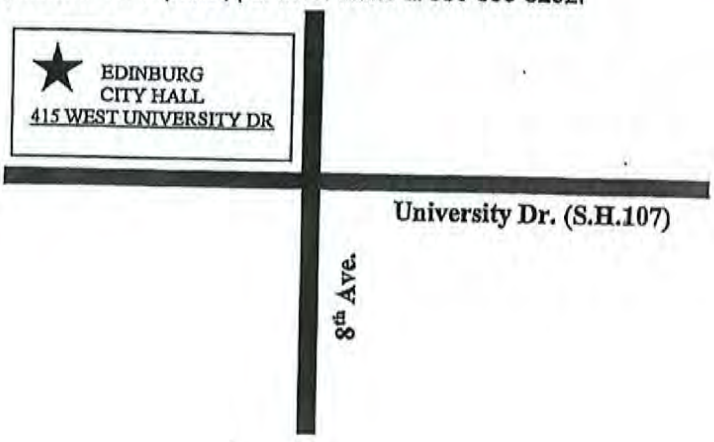
Print Name: Balde GARCIA Phone No. 330-6888

Address: 1420 S. JACKSON City: EDINBURG State: TX Zip: 78539

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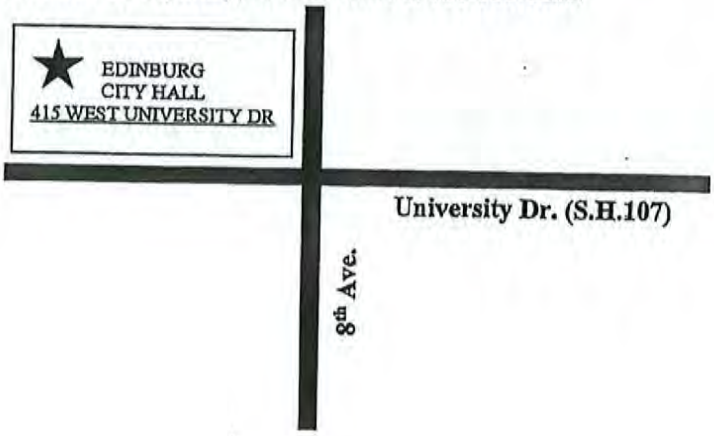
Print Name: HECTOR ZUNIGA Phone No. 383-1234

Address: 1424 S. JACKSON City: EDBURG State: TX Zip: 78539

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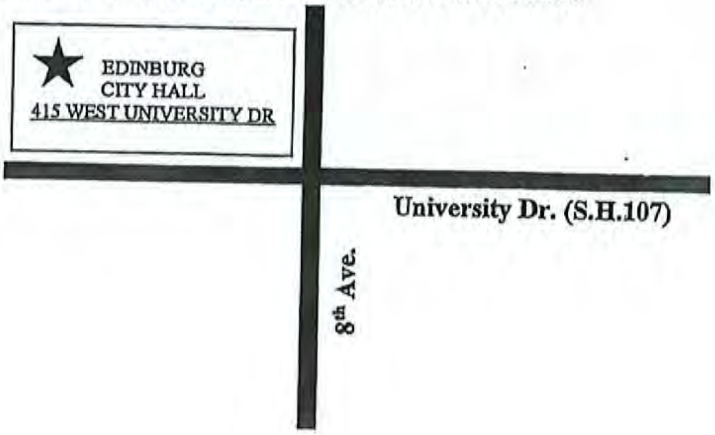
Print Name: PAT GARZA Phone No. 348-2012

Address: 509 PACIFIC City: EDINBURG State: TX Zip: 78539

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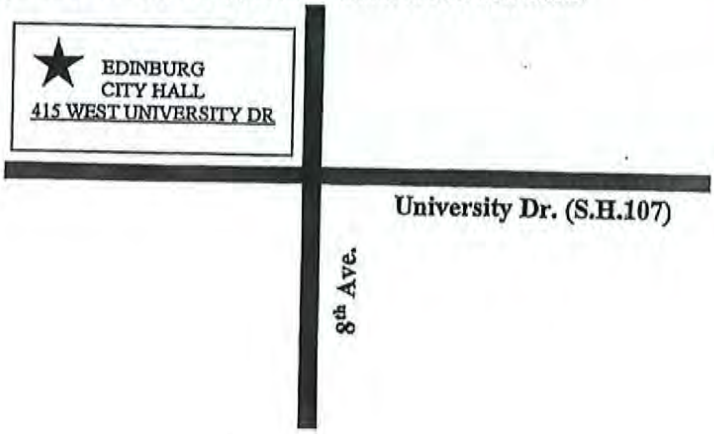
Print Name: Emilio Escobar Phone No. 960-337-4

Address: 2151 CHACHALACA City: EDBG State: TX Zip: 7853[illegible]

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

Comments: _____

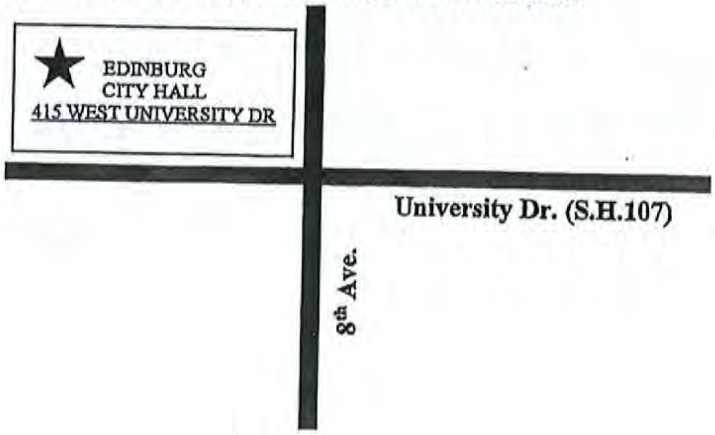
Print Name: YADIRA ESCOBAR Phone No. 960-337-[illegible]

Address: 2151 CHACHALACA City: EDB State: TX Zip: 7853[illegible]

NOTIFICACIÓN

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

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



THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, September 12, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF MARIA GUADALUPE LONGORIA

The requested zoning designation is the highest intensity residential district and allows multifamily uses on the subject property.

This request is scheduled to be heard by the **City Council on Tuesday, October 3, 2023 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, September 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, September 11, 2023

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

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

Comments: _____

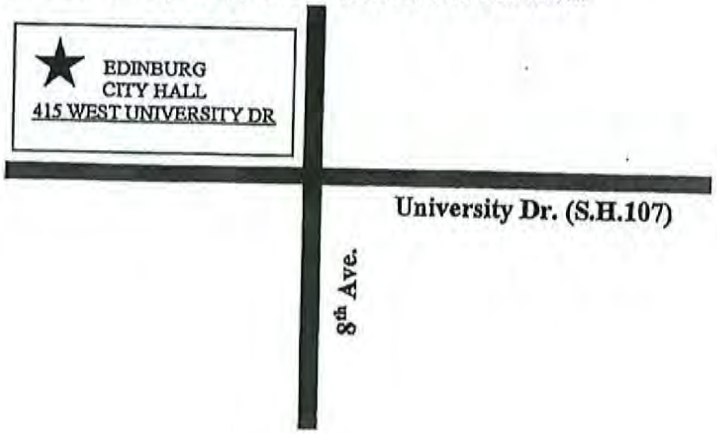
Print Name: LORENA BENITEZ Phone No. 458-0993

Address: 2157 CHACHALACA City: EDBG State: TX Zip: 78539

NOTIFICACIÓN

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

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



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

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

Comments: _____

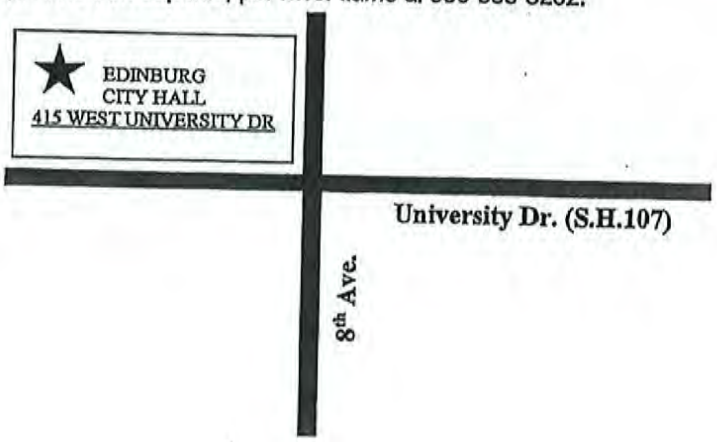
Print Name: Ashlee Palacios Phone No. _____

Address: 2157 Chachalaca City: Edbg State: Tx Zip: 78539

NOTIFICACIÓN

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

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



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 1.00 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, Neighborhood (CN) District, and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 1.00 acre tract of land being a portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, located at 1210 South Jackson Road, Edinburg, Hidalgo County, Texas, from Commercial, Neighborhood (CN) District, and the Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.B.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lots 10 and 11, Southside Subdivision, Located at 822 and 902 South 10th Avenue, as Requested by Gregorio R. Lopez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South 10th Avenue, approximately 260 ft. south of West Sprague Street. It is comprised of two lots that have a combined 109.58 ft. of frontage on South 10th Avenue and 147.00 ft. of depth for a total lot area of 16,108.26 sq. ft. The requested zoning designation is the light commercial district, intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. The applicant is proposing to establish a law office at this location.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to the north, south, and west, with Commercial General (CG) District to the east. The property is currently the location of two single-family residential structures. Adjacent land uses are single-family residential with general commercial uses to the east. There are light commercial uses further to the north and south along this block of 10th Avenue. The future land use designation is for General Commercial uses at this location.

Staff received a Zone Change Application for the subject property on July 24, 2023. The applicant indicated his intent to build his law office at this location. Rezoning is required to accommodate the proposed use.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District based on land uses and zoning in this area. Commercial Uses currently exists along this block to the north and south of the subject property. This type of mixed uses is characteristic of this neighborhood and its proximity to South Closner Boulevard. The light commercial use proposed is in the spirit of the future land use, but is more compatible with adjacent single-family land uses.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

If approved, the applicant will need to comply with all requirements during the permitting process

including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 8/31/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

APPLICANT: Gregorio R. Lopez

AGENT: N/A

LEGAL: Lots 10 and 11, Southside Subdivision

LOCATION: 822 and 902 South 10th Avenue

LOT/TRACT SIZE: 16,108.26 sq. ft

CURRENT USE: Single-family Residential

PROPOSED USE: Neighborhood Commercial

EXISTING ZONING: Residential, Primary (RP)

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

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District.

REZONING REQUEST
GREGORIO R. LOPEZ

EVALUATION

The following is staff's evaluation of the request:

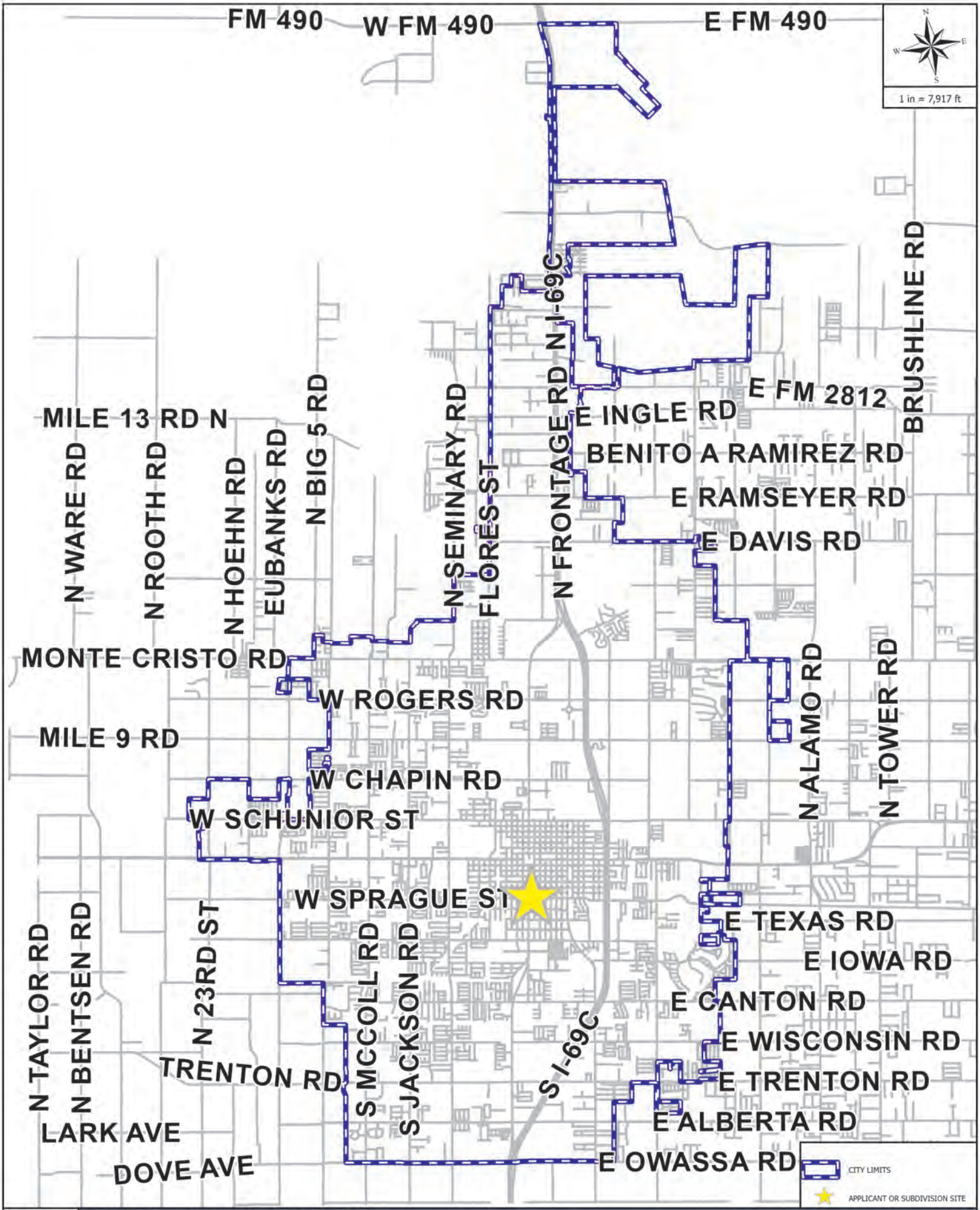
1. The subject property is one-half block west of South Closner Boulevard and its heavy commercial uses.
2. Many properties along this section of South 10th Avenue, including several lots on this block, have been rezoned to Commercial, Neighborhood (CN) District.
3. Mixed uses characterize this area.
4. The proposed development would not change the class or character of this neighborhood.
5. Future Land Use plan anticipated General Commercial Uses at this location.

Staff recommends approval of the Residential, Primary (RP) District to Commercial, Neighborhood (CN) District based on existing zoning and land uses in the area. The requested zoning is also in keeping with the spirit of the Future Land Use plan, but less likely to present a conflict with neighboring residential uses. This section of South 10th Avenue is transitioning to commercial uses.

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

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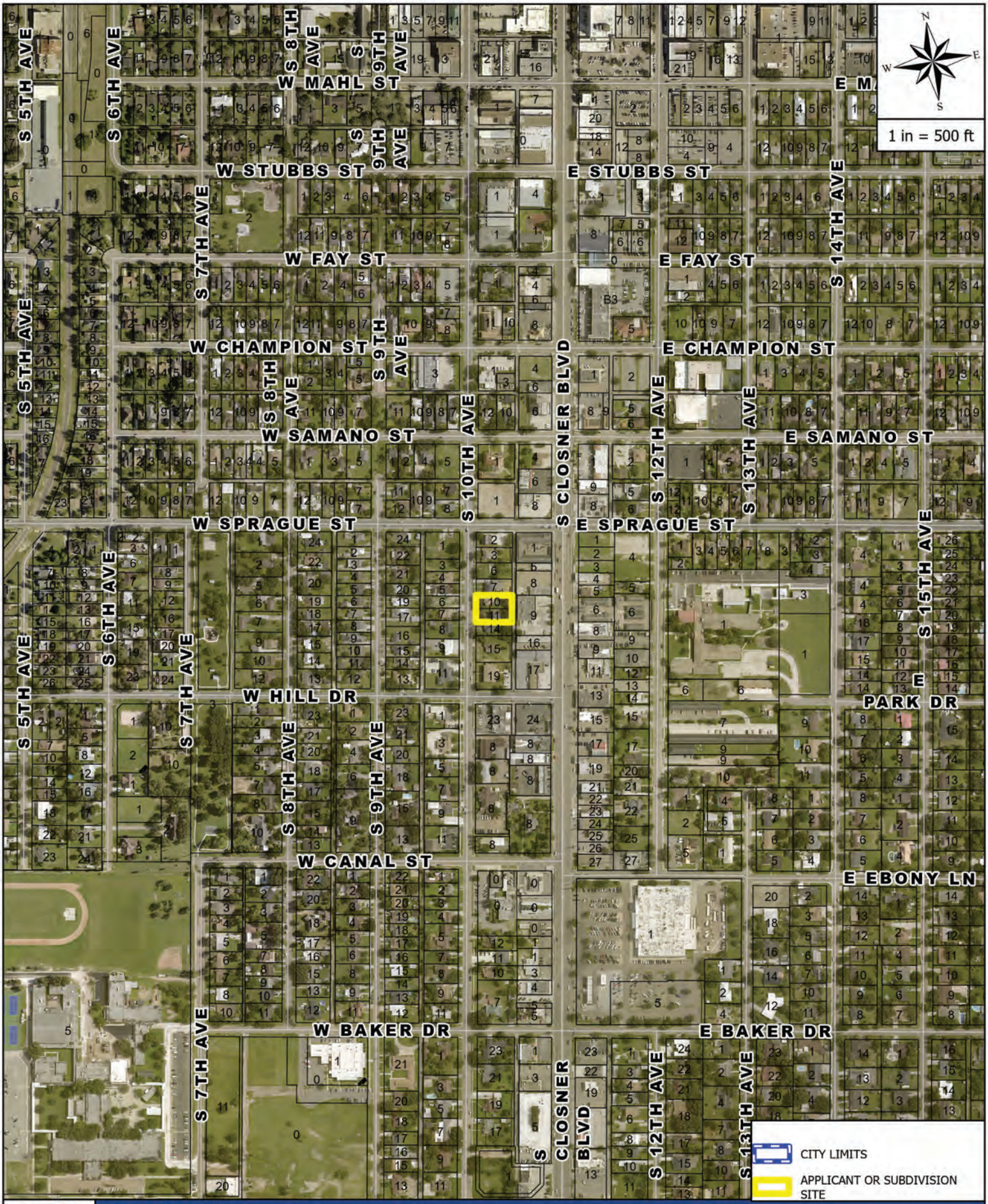
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

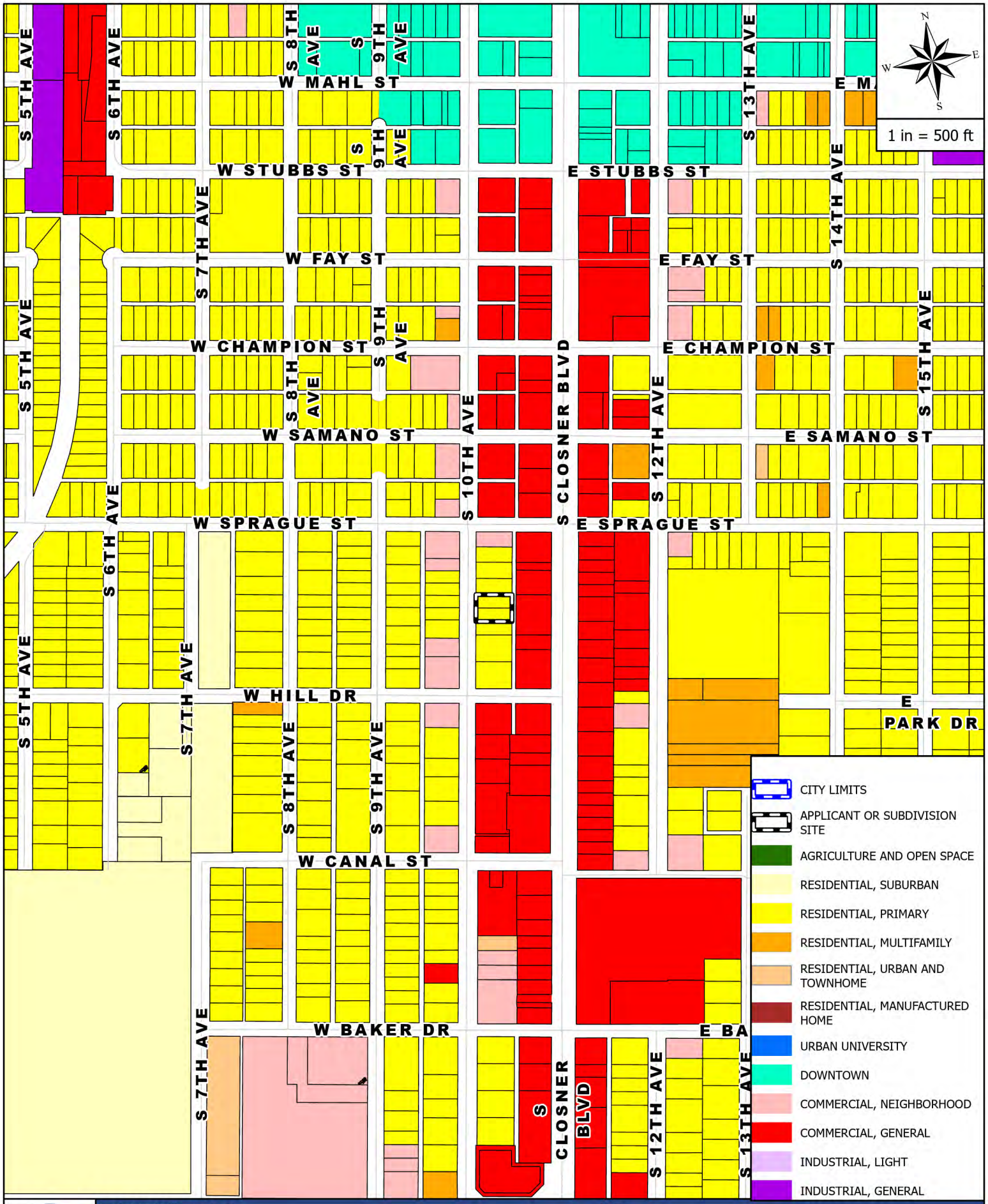
GREGORIO R LOPEZ



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

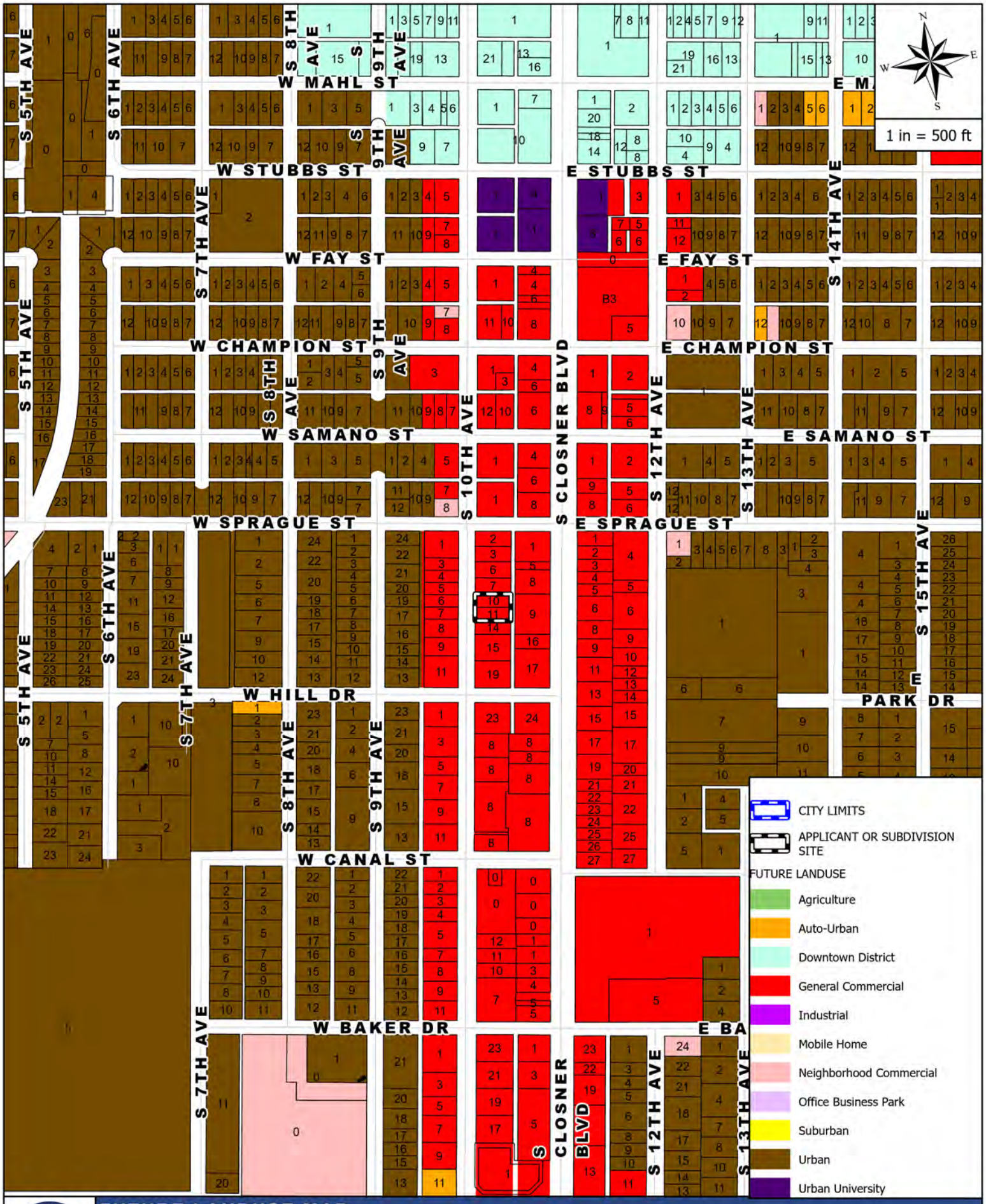
GREGORIO R LOPEZ



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

GREGORIO R LOPEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

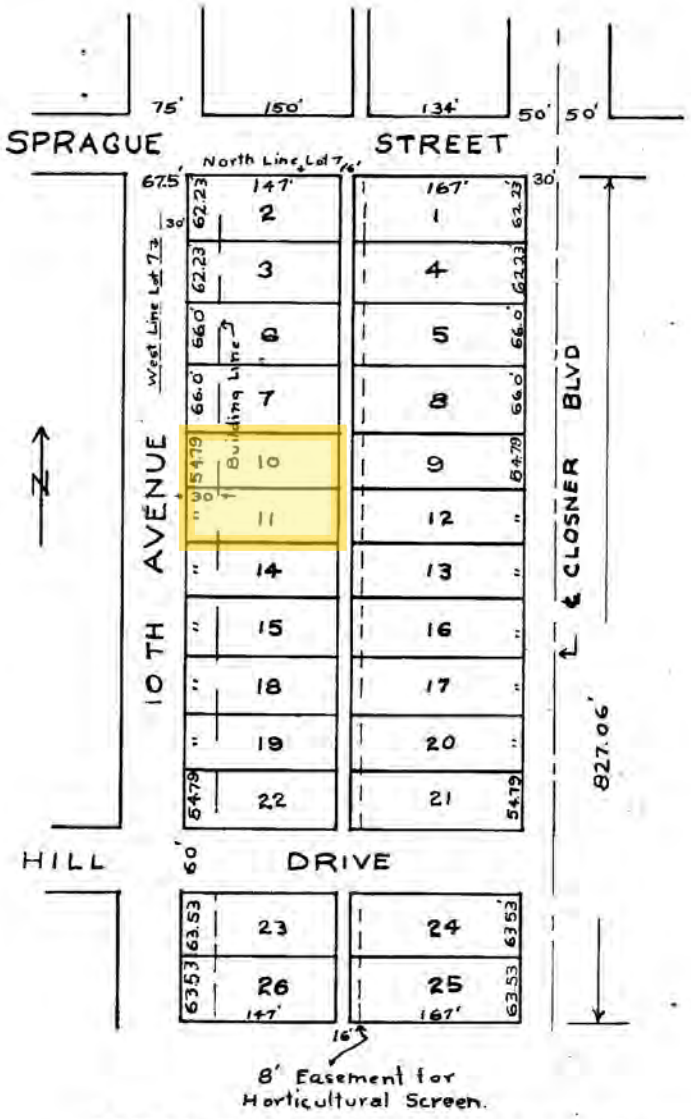
GREGORIO R LOPEZ



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

GREGORIO R LOPEZ



SOUTHSIDE SUBDIVISION

BEING OUT OF LOTS 7 & 8, SUBDIVISION "G"
TOWNSITE OF EDINBURG, TEXAS
Scale 1" = 100'

STATE OF TEXAS
COUNTY OF HIDALGO

I, H. E. WILCOX, CIVIL ENGINEER CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND.

H. E. Wilcox

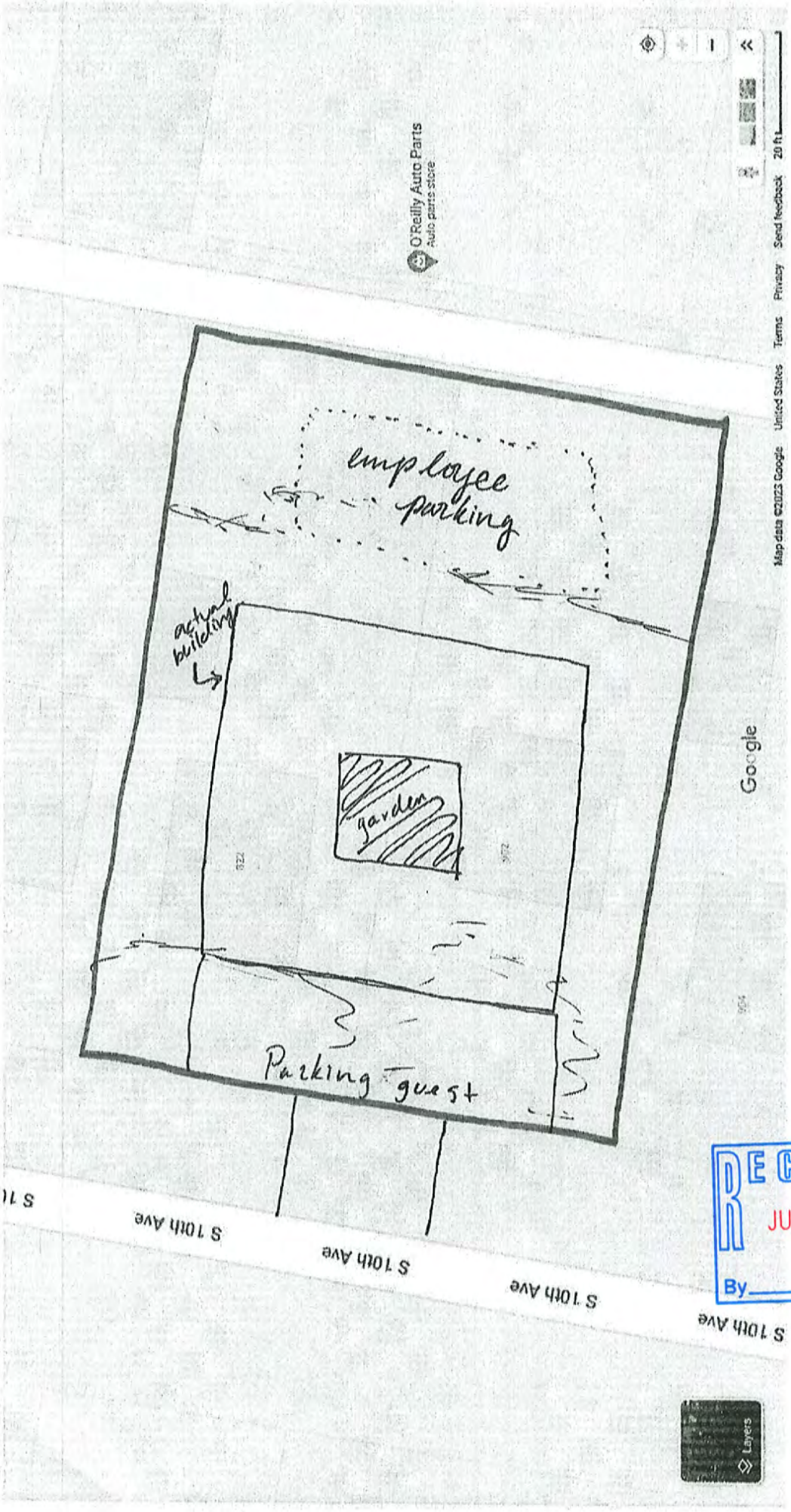
SEAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 TH. DAY OF JANUARY 1940

W. J. Tinkler
NOTARY PUBLIC HIDALGO CO TEXAS

33642

FILED FOR RECORD AT 11½ A.M. FEB 6, 1940
RECORDED AT 9 A.M. MONDAY FEB. 19, 1940.
VOL 7. PAGE 23.



RECEIVED
JUL 24 2023
By

Rezoning Request Site Photo

GREGORIO R. LOPEZ

822 and 902 South 10th Avenue



Case # RZNE-2023-0144

THE CITY OF Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Zone Change Application

Date: July 24, 2023

1. Name: Gregorio R Lopez 2. Phone: 956 563 3416

3. Mailing Address: 3016 Melinda Drive

4. City: Edinburg State: Tx Zip: 78539

5. Email Address: greg@glopezlaw.com 6. Cell No. 956 563 3416

7. Agent: none 8. Agent's Phone: none

9. Agent's Mailing Address: none

10. City: NONE State: NONE Zip: none

11. Agent's Email: None

12. Address/Location being Rezoned: 822 10th Avenue, Edinburg, Tx
& 902 S 10th Ave

13. Legal Description of Property: 14. Property ID(s): 288711 & 288712

All of lot 10, Southside Subdivision, Edinburg, Tx
1411

15. Zone Change: From: ~~Residential/Multifamily~~ Urban To: Commercial Neighborhood

16. Existing Land Use: Residential

17. Reason for Zone Change: I would like to build my law office

Gregorio R Lopez
(Please Print Name)

Signature

AMOUNT PAID $ 400.00 RECEIPT NUMBER R0215384

RECEIVED
JUL 24 2023
By

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 4:00 PM: Sept. 12. 23

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Oct. 3. 23

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

AGUILERA REAL ESTATE HOLDINGS LLC
920 S CLOSNER BLVD
EDINBURG, TX 78539-5617

AURORA PROPERTIES LLC
1604 JONATHON DR
MISSION, TX 78572-8563

BAG DEL SOL LTD
5924 N SHARY RD
MISSION, TX 78573-8335

BOCHAS ROSA N
2045 E DAVIS RD
EDINBURG, TX 78542-2401

CHAVEZ MIGUEL ANGEL
522 E SAMANO
EDINBURG, TX 78539-4650

CONTRERAS LETICIA
305 E FAY ST
EDINBURG, TX 78539-4537

DELLIS HAROLD WAYNE
5014 N 16TH ST
MCALLEN, TX 78504

DIMAS IRMA
813 S 10TH AVE
EDINBURG, TX 78539-4426

ESCANAME ADELAIDO JR & MARIA
2414 EL ENCINO DR
MISSION, TX 78573-8446

ESPARZA TEYLENE
907 S 10TH AVE
EDINBURG, TX 78539-4472

GARCIA LIZETTH
3824 N GWIN RD
EDINBURG, TX 78542-1370

GARCIA LUPE
901 S 10TH AVE
EDINBURG, TX 78539-4472

GARCIA MELVIN Z & SELINA N REYNA
916 S 9TH AVE
EDINBURG, TX 78539-4419

GARZA JUDITH C & RENE
816 S 9TH AVE
EDINBURG, TX 78539-4471

GILBERT J GUERRA ENGINEERING LLC
16607 BLANCO ROAD SUITE NO 1403
SAN ANTONIO, TX 78232-1945

GONZALEZ JESUS & DAHLIA
917 S CLOSNER BLVD
EDINBURG, TX 78539-5657

GRANTHAM STONEY
900 S 9TH AVE
EDINBURG, TX 78539-4419

HILTON JOSHUA
221 W KUHN ST
EDINBURG, TX 78541-3327

JAROJO INVESTMENTS LLC
104 DIAZ ST
RIO GRANDE CITY, TX 78582-5031

JIMENEZ INVESTMENTS LLC
4634 SOUTH CLOSNER BLVD
EDINBURG, TX 78539-7279

JULCAR LLC
918 S CLOSNER BLVD
EDINBURG, TX 78539

MACIEL MARIA
920 S 9TH AVE
EDINBURG, TX 78539-4419

ZONING CASE
OWNER NOTIFICATION LIST

MARTINEZ AGUSTIN
4009 BURNS CRT
MCALLEN, TX 78503-1379

MEDRANO BARTOLO
3617 RIPPLE DR
EDINBURG, TX 78541-1312

MONTESDEOCA RICHARD
808 S 9TH AVE
EDINBURG, TX 78539-4471

MUNGUIA TREVOR NATHANIEL &
NATALIE INEZ
9444 FOSTERS BND
CLEVELAND, TX 77328

MURPHREE HILDA VELA
816 S CLOSNER
EDINBURG, TX 78539-5656

O'REILLY AUTO ENTERPRISES LLC
PO BOX 9167
SPRINGFIELD, MO 65801-9167

RAMIREZ PEDRO
817 S 10TH AVE
EDINBURG, TX 78539-4426

REYES OCTAVIO ROQUE
910 S 9TH AVE
EDINBURG, TX 78539-4419

RIVERA MARY
201 W US HIGHWAY 83
PHARR, TX 78577-4732

SALINAS ROLANDO
1710 W SANTA GERTRUDIS ST
KINGSVILLE, TX 78363-3451

SILVERHORN INSURANCE AGENCY LLC
PO BOX 4398
EDINBURG, TX 78540-4398

TICAS OSCAR W & MARIA DEL CARMEN
303 CACTUS LN
EDINBURG, TX 78541-8125

URIEGAS JOSE & LESLIE HERNANDEZ
TORRES
806 S 10TH AVE
EDIBURG, TX 78539

VAQUERO CLOSNER SPRAGUE PARTNERS LP
2900 WINGATE ST STE 200
FORT WORTH, TX 76107

VASQUEZ GINA MARIE
1909 FORREST DR
EDINBURG, TX 78539-6075

VVMR LLC
801 S CLOSNER BLVD
EDINBURG, TX 78539-5655

WATSON CLYDE & YOLANDA
902 S 10TH ST
EDINBURG, TX 78539

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOTS 10 AND 11, SOUTHSIDE SUBDIVISION, LOCATED AT 822 AND 902 SOUTH 10TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and the Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lots 10 and 11, Southside Subdivision, located at 822 and 902 South 10th Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

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

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.C.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24', Located at 1417 Santa Maria Street, as Requested by James W. Turner Construction, Ltd. on Behalf of Eleno Puente. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the north side of Santa Maria Street, approximately 520 feet east of South Veterans Boulevard. The lot has 71.88 feet of frontage along Santa Maria Street and 151.30 feet of depth for a lot area of 10,875.44 square feet. The property is currently occupied with a single-family residence and is presently zoned Agriculture and Open Space (AO) District. Adjacent zoning to the north, east, west, and south of the property is Agriculture and Open Space (AO) District, however adjacent land uses are single-family residential and multifamily. On March 17, 2015, the property was annexed into the city with the Agricultural District designation. The future land use designation for this property is Auto-Urban Uses.

The requested zoning designation is the Residential, Primary (RP) District which is the primary residential district, intended to permit single-family residential uses. The applicant is proposing to demolish the existing residence and construct a new single-family residence at this location.

Staff received a Zone Change Application for the subject property on August 3, 2023. The zone change is being requested in order to build a home on the property. The applicant applied for a building permit for a new construction on July 11, 2023. To proceed with the proposed project, a rezoning would be required.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on adjacent land uses. Based on the surrounding land uses and the proposed use of the property, the requested zone designation is appropriate. The proposed use is also consistent with the Future Land Use Plan.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking,

landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 09/12/23
CITY COUNCIL – 10/03/23
DATE PREPARED – 09/06/23

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Eleno Puente

AGENT: James W. Turner Construction, LTD

LEGAL: Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24'

LOCATION: 1417 Santa Maria Street

LOT/TRACT SIZE: 10,875.44 square feet

CURRENT USE: Single-family Residential

PROPOSED USE: Single-family Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: NAWSC Water and City of Edinburg Sewer

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

REZONING REQUEST
JAMES W. TURNER CONSTRUCTION, LTD

EVALUATION

The following is staff's evaluation of the request:

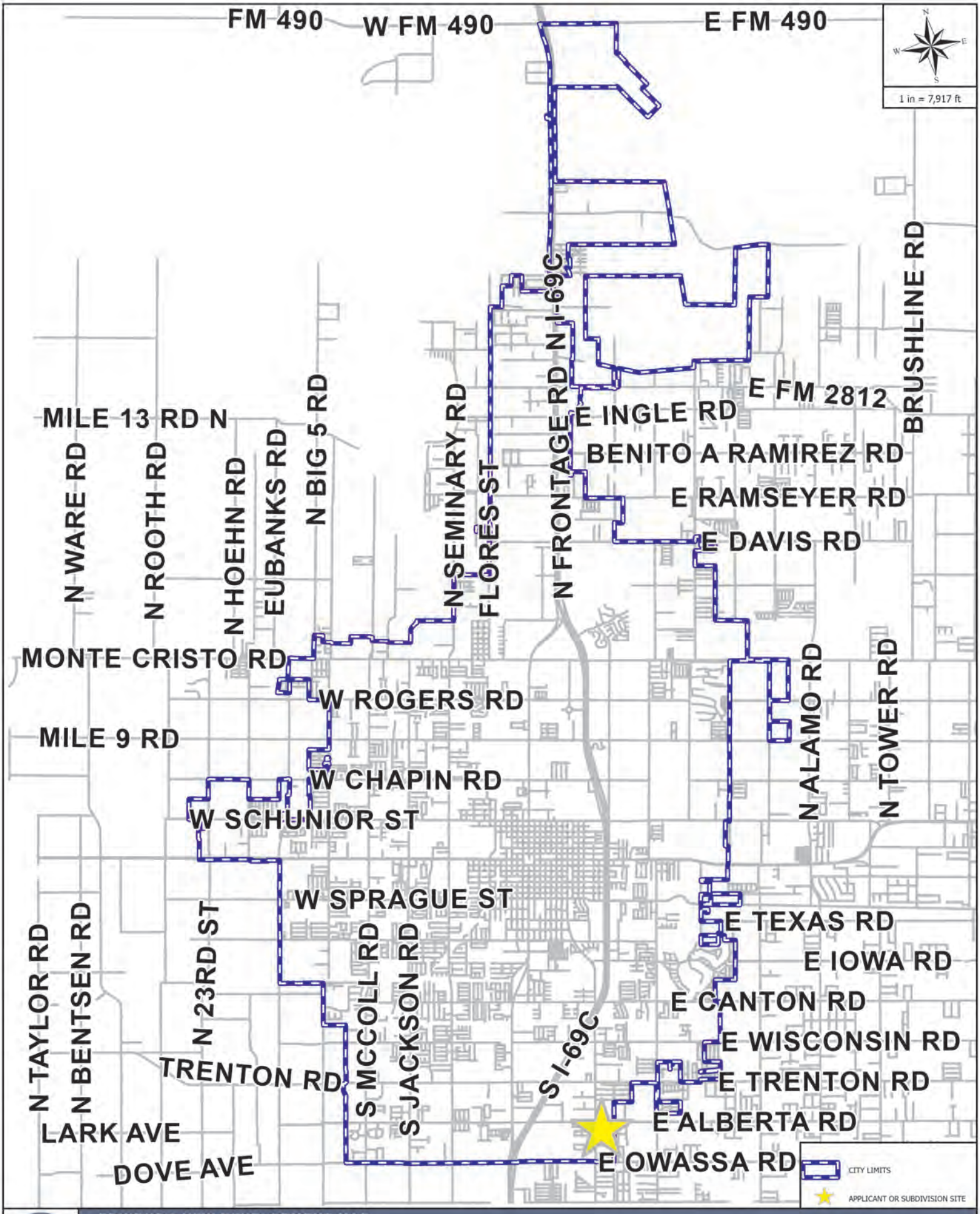
1. As part of the 2015 annexation, the property was zoned Agriculture.
2. The residential uses along Santa Maria Street were already established when the area was annexed.
3. The proposed zoning and land use is consistent with the adjacent land uses and character of the neighborhood.
4. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on adjacent land uses. Based on the surrounding land uses and the proposed use of the property, the requested zone designation is appropriate. The existing zoning designation is not appropriate for the property.

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

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

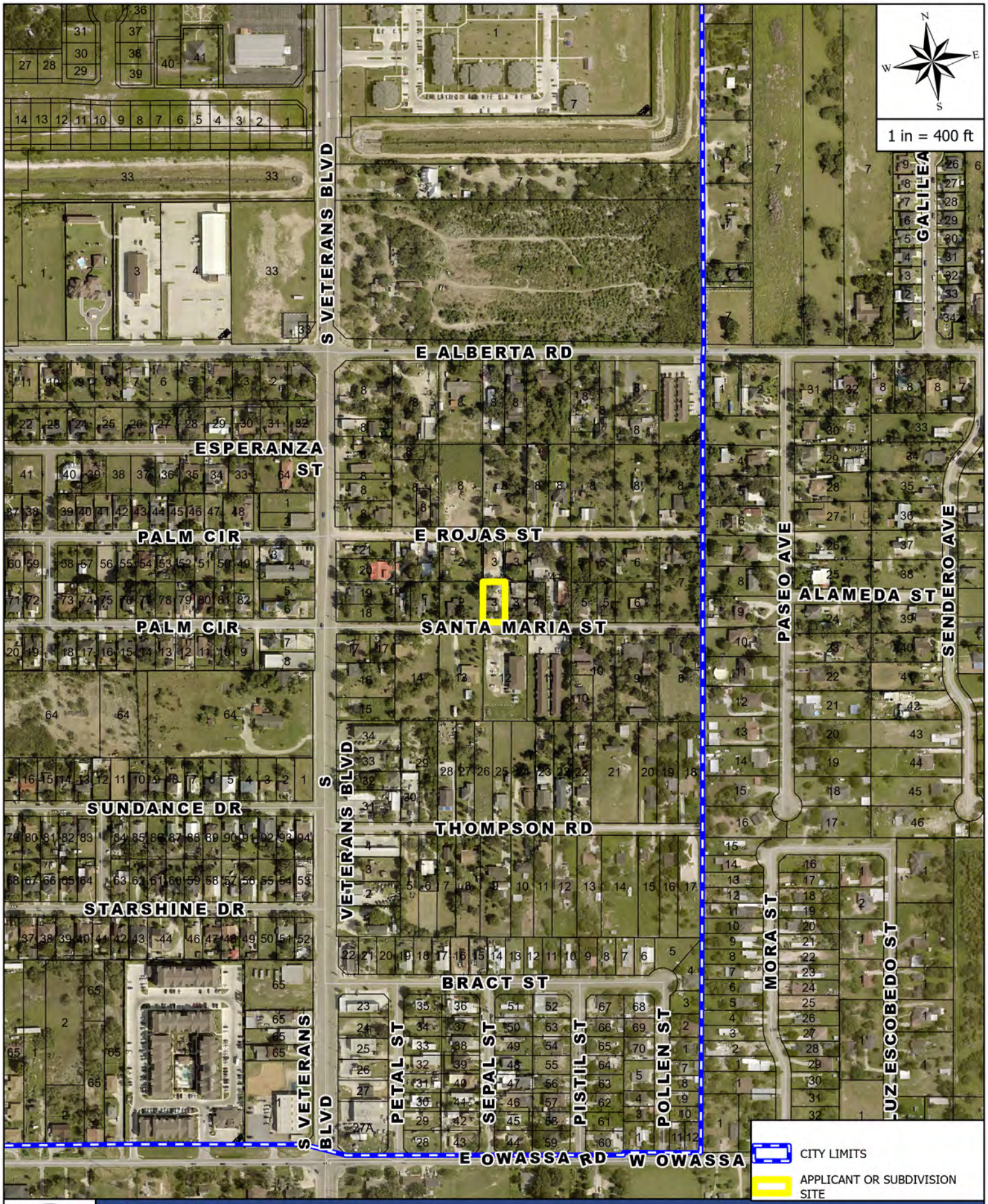
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Site Photo
Site Plan
Survey
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

JAMES W TURNER CONSTRUCTION



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

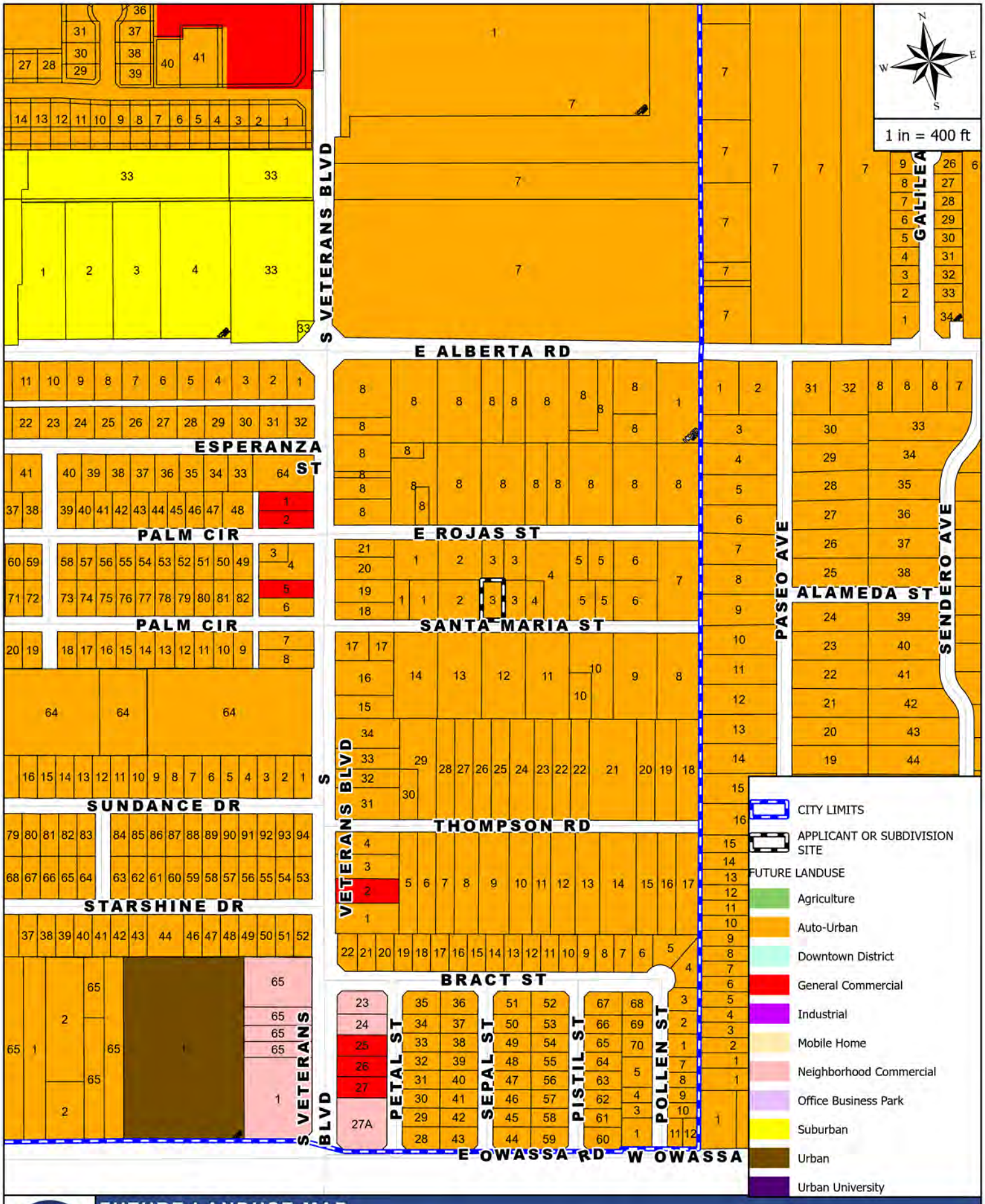
JAMES W TURNER CONSTRUCTION



ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

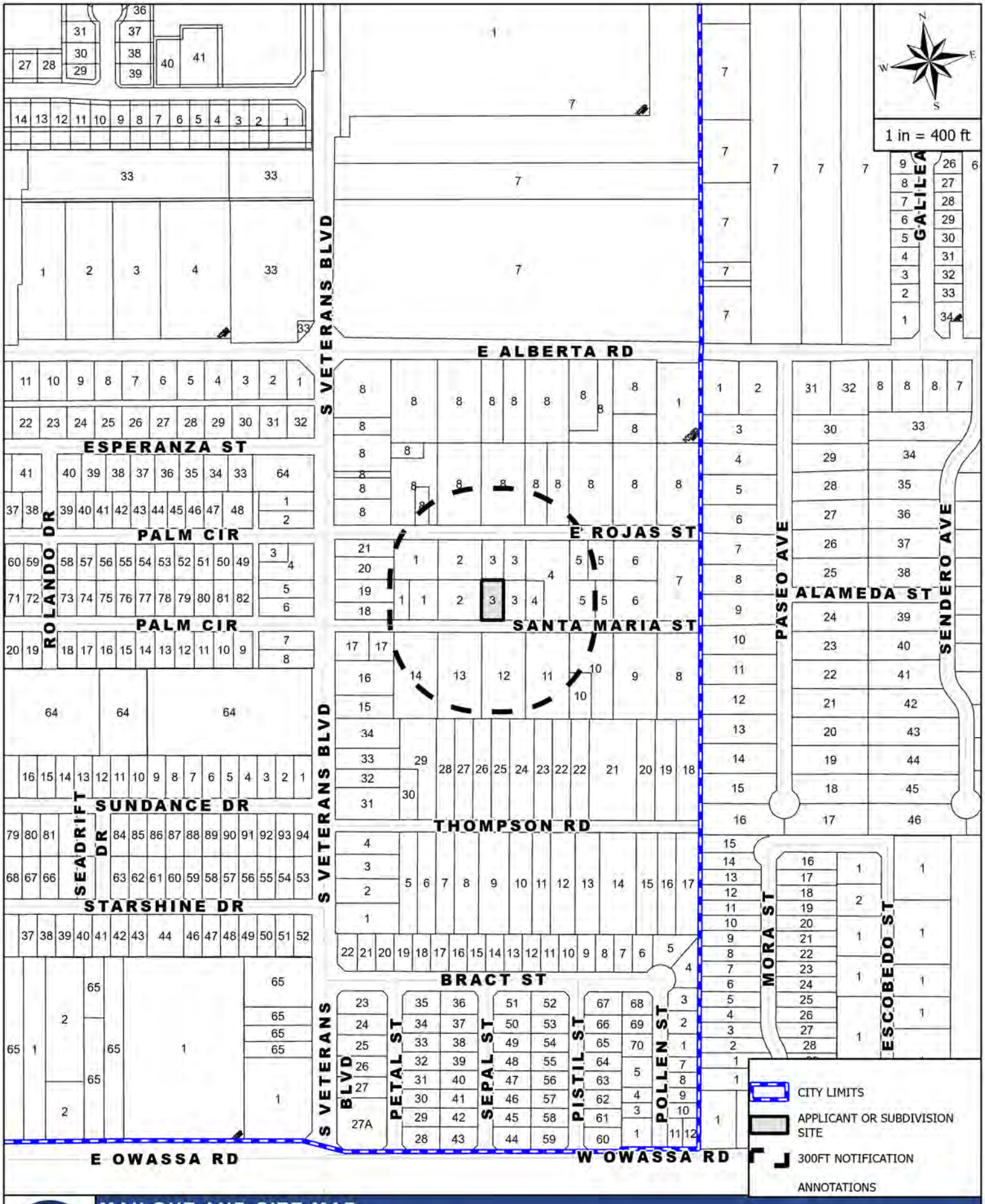
JAMES W TURNER CONSTRUCTION



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

JAMES W TURNER CONSTRUCTION



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

JAMES W TURNER CONSTRUCTION

Rezoning Request Site Photo

JAMES W. TUNER CONSTRUCTION, LTD

1417 SANTA MARIA STREET





SCALE: 1" = 20'

LINE TABLE		
#	BEARING	DISTANCE
L1	S 81° 26' 23" E	71.88'

LEGAL DESCRIPTION:

JOB# 19-0003-810
DRAWN BY AMC

A CALLED 0.25 ACRE TRACT OF LAND IN EDINBURG, HIDALGO COUNTY, TEXAS, DESCRIBED IN A DEED RECORDED IN FILE NO. 3206426, OFFICIAL PUBLIC RECORDS RECORDS OF HIDALGO COUNTY, TEXAS.

PREPARED EXCLUSIVELY FOR: JW TURNER
PROPERTY CAD ADDRESS: 1417 SANTA MARIA ST.
INSIDE THE CITY LIMITS OF EDINBURG, TEXAS

COBALT
ENGINEERING AND INSPECTIONS, LLC
TBPE REG. #: 17742 / TBPLS REG. #: 10194581
12005 DELANY ROAD • LA MARQUE, TEXAS 77568 • 409-354-5925

LEGEND

- WOOD FENCE
- CHAIN-LINK
- IRON FENCE
- PIPELINE
- BUILDING LINE
- EASEMENT LINE
- OVERHEAD POWER
- ASPHALT
- COVERED
- CONCRETE
- GRAVEL
- WOOD DECK
- GM GAS METER(GM)
- MB MAIL BOX(MB)
- FH FIRE HYDRANT(FH)
- WM WATER METER(WM)
- WV WATER VALVE(WV)
- GI GRATE INLET(GI)
- SAN SANITARY MANHOLE(SAN.M.H.)
- STM STORM MANHOLE(S.M.H.)
- PV PRESSURE VALVE(PV)
- CNF COULD NOT FIND
- LP LIGHT POLE(LP)
- WW WATER WELL(WW)
- TP TRAFFIC SIGNAL POLE(TSP)
- CO CLEAN OUT(CO)
- CB COMMUNICATIONS BOX(CB)
- PP POWER POLE(PP)
- UP UTILITY POLE(UP)
- SP SERVICE POLE(SP)
- EB ELECTRIC BOX(EB)
- EM ELECTRIC METER(EM)
- × SPOT ELEVATION(SE)

CMP	=	CORRUGATED METAL PIPE
RCP	=	REINFORCED CONCRETE PIPE
PVC	=	POLYVINYL CHLORIDE PIPE
CPP	=	CORRUGATED PLASTIC PIPE
S.S.E.	=	SANITARY SEWER EASEMENT
STM.S.E.	=	STORM SEWER EASEMENT
A.E.	=	AERIAL EASEMENT
B.C.	=	BACK OF CURB
B.L.	=	BUILDING LINE
D.E.	=	DRAINAGE EASEMENT
F.F.E.	=	FINISH FLOOR ELEV.
G.U.	=	GUTTER
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
R.O.W.	=	RIGHT-OF-WAY
T.B.M.	=	TEMPORARY BENCHMARK
U.E.	=	UTILITY EASEMENT
W.L.E.	=	WATER LINE EASEMENT
⊗	=	CONTROL POINT

GENERAL NOTES:

1. THE LEGAL DESCRIPTION, PROPERTY LINES, & SIMILAR INFORMATION SHOWN HEREIN ARE DERIVED FROM THE RECORDED PLAT AS SHOWN OR FROM READILY AVAILABLE RECORDED DOCUMENTS. THE INTENT OF THIS DRAWING IS TO LOCATE IMPROVEMENTS WITHIN THE PROPERTY LINES FOR FUTURE CONSTRUCTION PURPOSES.
2. ALL BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE (NAD 83) FOR HORIZONTAL CONTROL.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PER CLIENT REQUEST.
4. ALL EASEMENTS AND BUILDING SETBACK LINES PER PLAT OR ORDINANCE UNLESS NOTED OTHERWISE.
5. IF SHOWN , TBM AND OR SPOT ELEVATIONS SHOWN HEREON ARE BASED ON TOPNET LIVE - RTK + SOUTHEAST.(NAVD88)

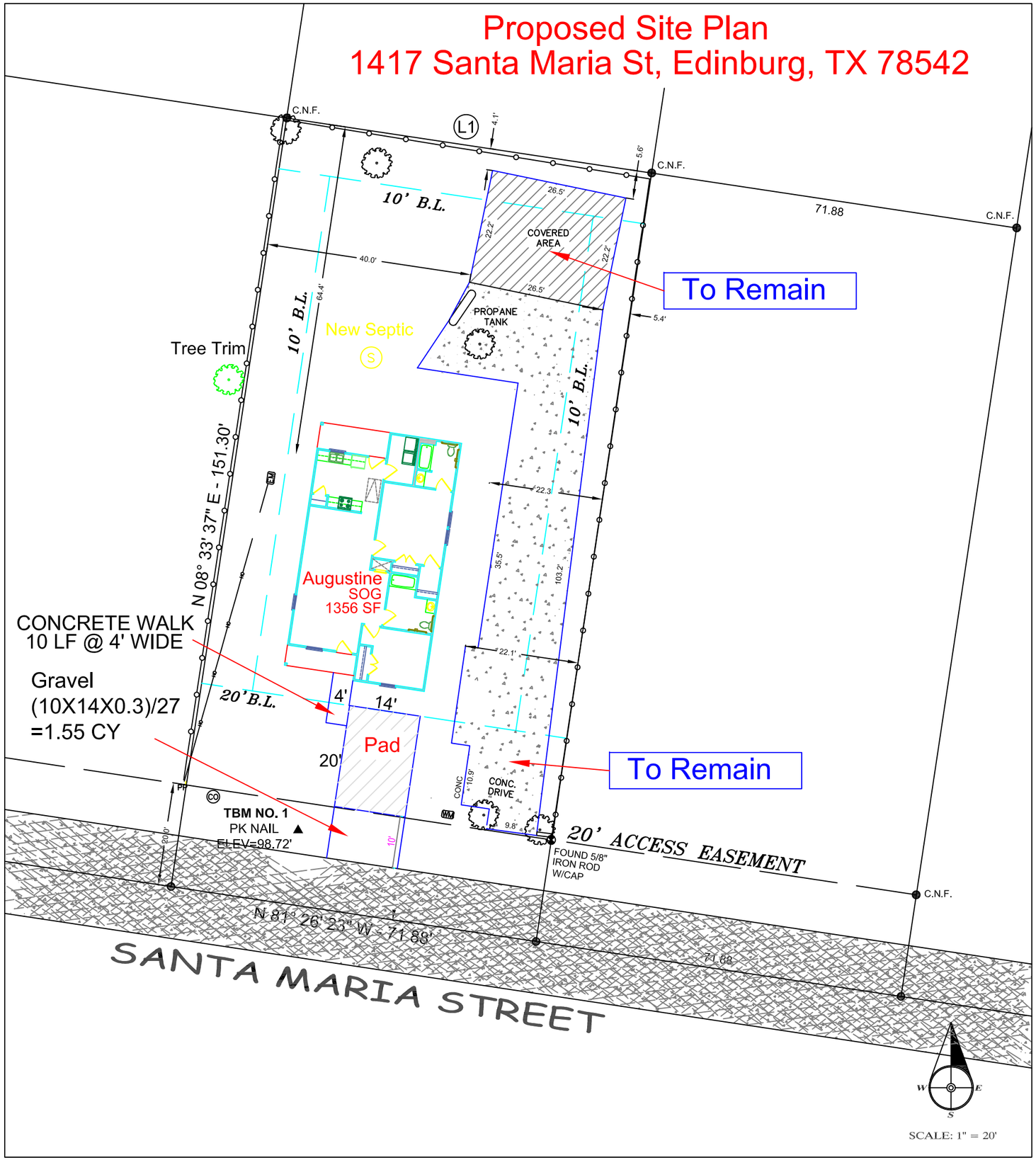
STATE OF TEXAS
REGISTERED
RICHARD CHARITAT
5510
PROFESSIONAL
LAND SURVEYOR

Richard Charitat
RPLS 5510

06/09/2023

THIS DRAWING REPRESENTS THE CONDITIONS AND EVIDENCE FOUND DURING A SURVEY OF THE SUBJECT TRACT CONDUCTED UNDER MY DIRECT SUPERVISION ON THE ABOVE DATE

Proposed Site Plan
1417 Santa Maria St, Edinburg, TX 78542



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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0145

Date: _____

1. Property Owner (required): Eleno Puente 2. Phone: (956) 579-7239 or 299-1314

3. Mailing Address: 1417 Santa Maria St.

4. City: Edinburg State: Texas Zip: 78542

5. Owner's Email: rpuentema@hotmail.com 6. Cell No. _____

7. Agent (not owner): James W. Turner Construction Ltd 8. Agent's Phone: (281) 357-9554

9. Agent's Mailing Address: 910 Arroyo Circle

10. City: Mercedes State: Texas Zip: 78570

11. Agent's Email: delia.dominguez@jwtc.net

12. Address/Location being Rezoned: 1417 Santa Maria St.

13. Legal Description of Property: 14. Property ID(s): 154090

Cotter Tract Lot 3-B-W½

15. Zone Change: From: Agricultural To: Residential

16. Existing Land Use: Residential

17. Reason for Zone Change: Property was automatically zoned Agricultural and needs to be Residential

Delia Dominguez (Please Print Name)

Delia Dominguez Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 8/4/23

RECEIVED AUG 03 2023 By

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

CASE#

Zone Change Application Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	_____	_____
2.	Application Fee $400 (FEE IS NON-REFUNDABLE)	_____	_____
3.	Survey*	_____	_____
4.	Metes & Bounds Description*	_____	_____
5.	Warranty Deed	_____	_____
6.	Preliminary Site Plan/Sketch	_____	_____
7.	Authorization Letter from Owner (If not owner)	_____	_____
8.	Special Use Permit (if applicable)	_____	_____

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: Sept 12. 2023

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: October 3rd 2023

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

ESPINOZA ANTHONY JOSEPH & CARMEN J
5212 S VETERANS BLVD
EDINBURG, TX 78542

ESCAMILLA ENRIQUE & IMELDA
5411 PANCHO VILLA DR
EDINBURG, TX 78542-3514

ROJAS ERMINIO
5206 S VETERANS
EDINBURG, TX 78542-6666

PUENTE ELENO A
1417 SANTA MARIA ST
EDINBURG, TX 78542-2060

SAENZ PEDRO & ANA
1421 SANTA MARIA
EDINBURG, TX 78542-2060

BORREGO ROSA MARIA
1425 SANTA MARIA ST
EDINBURG, TX 78542-2060

GARCIA ARNULFO JR & ELVIRA I ALONZO
1324 SANTA MARIA ST
EDINBURG, TX 78542-7650

TAMEZ ROGELIO & RAMONA
RR 11 BOX 890
EDINBURG, TX 78542

BLANCO JUANA G
PO BOX 1286
BONITA SPRINGS, FL 34133-1286

RODRIGUEZ BLANCA J
2506 E GRANJENO AVENUE
HIDALGO, TX 78557-3850

ESCAMILLA MARIO & ELIDA
1516 SANTA MARIA RD
EDINBURG, TX 78539

HERNANDEZ GONZALA RODRIGUEZ
1513 SANTA MARIA ST
EDINBURG, TX 78542-2000

RIVERA JESUS
408 LION CT
SAN JUAN, TX 78589

GUERRERO MARTHA D
PO BOX 2545
EDINBURG, TX 78540

ROJAS ELIAS
1400 E KUHN ST
EDINBURG, TX 78541-3756

GARCIA ANDRES
1325 SANTA MARIA ST
EDINBURG, TX 78542-2090

GARCIA ROSALVA & OLGA L CANO &
ANABEL GUERRA
2819 SOPHIA AVE
EDINBURG, TX 78542-7514

GARCIA MIKE & ROSALBA
2819 SOPHIA AVE
EDINBURG, TX 78542-7514

ALANIS JULIA DALINDA
1510 E ROJAS ST
EDINBURG, TX 78542-2063

VAQUERA MANUEL DE JESUS ET UX
1412 E ROJAS ST
EDINBURG, TX 78542-2049

PEREZ HUMBERTO
1612 E ALBERTA RD
EDINBURG, TX 78542-2041

VASQUEZ JAVIER & IRENE
1422 E ROJAS ST
EDINBURG, TX 78542-2049

ZONING CASE
OWNER NOTIFICATION LIST

GARCIA JULIO G
1408 E ROJAS ST
EDINBURG, TX 78542-2049

ROJAS ERMINIO C & ESPERANZA
5206 S VETERANS BLVD
EDINBURG, TX 78542-6666

SILVA ALFONSO
1612 E ROJAS ST
EDINBURG, TX 78542-2078

VASQUEZ JAVIER
1422 E ROJAS ST
EDINBURG, TX 78542-2049

GARCIA JUAN JR & MARIA G
1315 E ROJAS ST
EDINBURG, TX 78542-2046

GARCIA EMMA TREVINO
1405 E ROJAS ST
EDINBURG, TX 78542-2073

ELIZONDO JUAN PABLO & ZULEMA
1101 SUNDOWN CIR
SAN JUAN, TX 78589-3143

CANTU ORALIA & JUAN
1419 E ROJAS ST
EDINBURG, TX 78542-2073

RAMIREZ REYMUNDO & CESARIA
1423 E ROJAS ST
EDINBURG, TX 78542-2073

HERNANDEZ JOSE C & REBECA
1505 ROJAS ST
EDINBURG, TX 78542-0773

TORRES TOMAS & GUADALUPE
1609 E ROJAS ST
EDINBURG, TX 78542-2035

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 3-B-W1/2, COTTER TRACT S151.30'-N935.74'-E71.88'-W585.24', LOCATED AT 1417 SANTA MARIA STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24', located at 1417 Santa Maria Street, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

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

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.D.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District, 7.13 Acres Out of Lot 7, Swearengen Tract and Out of Lot 2, Block 1, John Closner Subdivision, Located at 2406 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Los Lagos Real Estate, LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of South Raul Longoria Road, approximately 743.05 ft. north of East Canton Road. It is comprised of two lots that have a combined 746.66 ft. of frontage on South Raul Longoria Road and 422.76 ft. of depth for a total lot area of 7.13 acres. The requested zoning designation is a high intensity residential district, intended to accommodate various multifamily uses. The applicant is proposing a multifamily use at this location.

The property is currently zoned Commercial, General (CG) District. Adjacent zoning is Commercial General (CG) District to the north, south and a portion to the west, the remaining portion to the west is Residential, Multifamily (RM) District and to the east is Residential, Primary (RP) District. On November 3, 2019 the property went through a rezoning from Suburban, Residential (RP) District to Commercial, General (CG) District. The property is currently vacant. Adjacent land uses are general commercial and single family uses to the west. There is vacant land to the north, east and south, however there is a residential subdivision to the further northeast side of subject property. The future land use designation is for General Commercial uses at this location.

Staff received a Zone Change Application for the subject property on August 4, 2023. The applicant indicated his intent is to develop a multifamily development. Rezoning is required to accommodate the proposed use.

Staff mailed a notice of the public hearing to 25 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District based on zoning in this area. The requested zoning designation currently exists along this road to the west of the subject property. However, the proposed rezoning is not in keeping with the future land use plan.

The Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

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

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 9/05/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District

APPLICANT: Los Lagos Real Estate, LLC.

AGENT: Rio Delta Engineering

LEGAL: 7.13 acres out of Lot 7, Swearengen Tract and out of Lot 2, Block 1, John Closner et al. Subdivision

LOCATION: 2406 South Raul Longoria Road

LOT/TRACT SIZE: 7.13 acres

CURRENT USE: Vacant

PROPOSED USE: Multifamily Residential

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Commercial, General (CG) District
East – Residential, Primary (RP) District
West – Residential, Multifamily (RM) District and Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District.

REZONING REQUEST
LOS LAGOS REAL ESTATE, LLC.

EVALUATION

The following is staff's evaluation of the request:

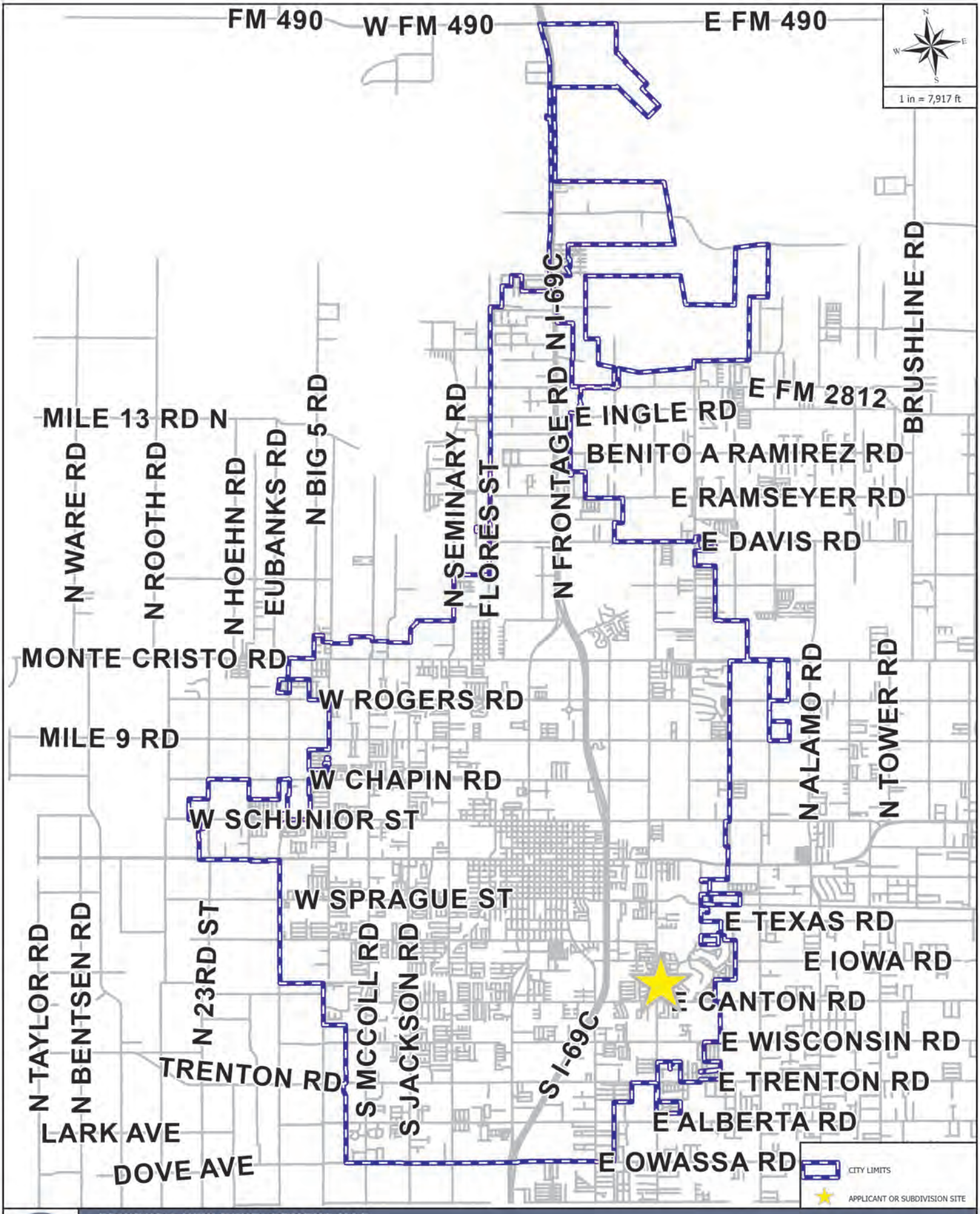
1. South Raul Longoria Road is classified a principal arterial, better suited for multifamily and light commercial uses.
2. The property to the east is used for Los Lagos Golf Club.
3. Mixed uses characterize this area.
4. Additional housing is needed in the community.
5. The proposed development would not change the class or character of this neighborhood.

Staff recommends approval of the Commercial, General (CG) District to Residential, Multifamily (RM) District based on existing zoning in the area. Additional housing is needed in the community. There are mixed uses that characterize this area.

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

Staff mailed a notice of the public hearing to 25 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

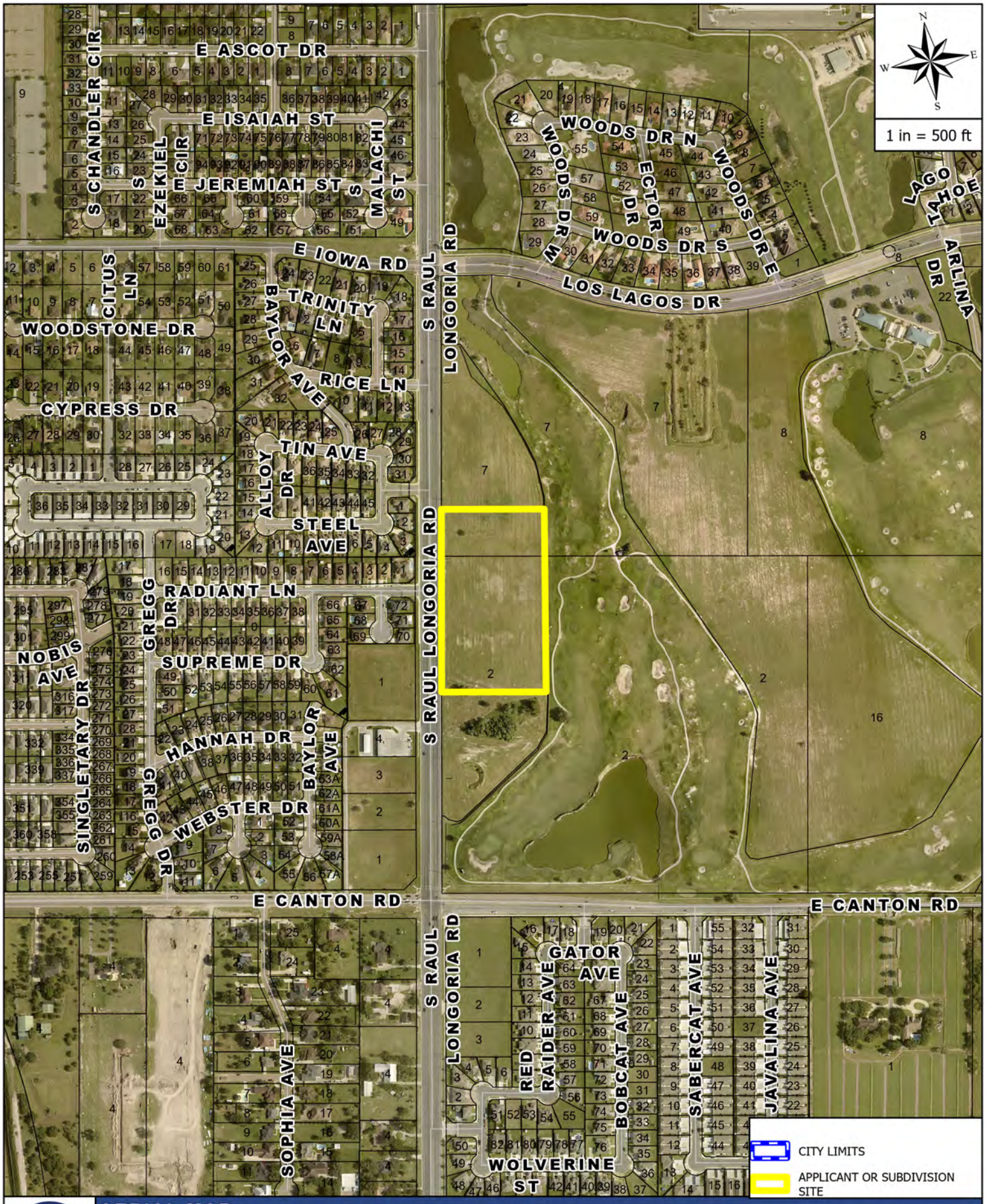
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

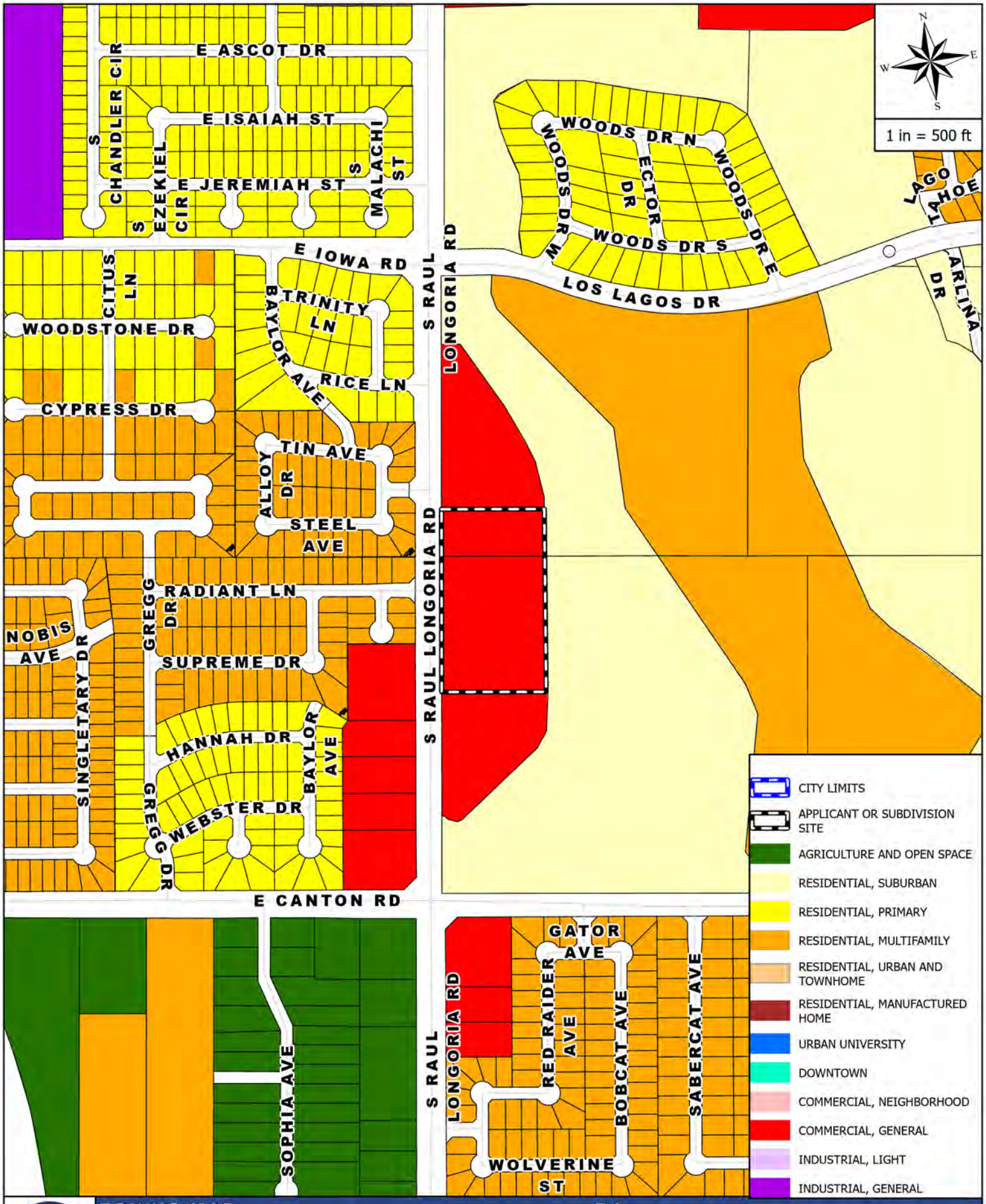
RIO DELTA ENGINEERING - LOS LAGOS REAL ESTATE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

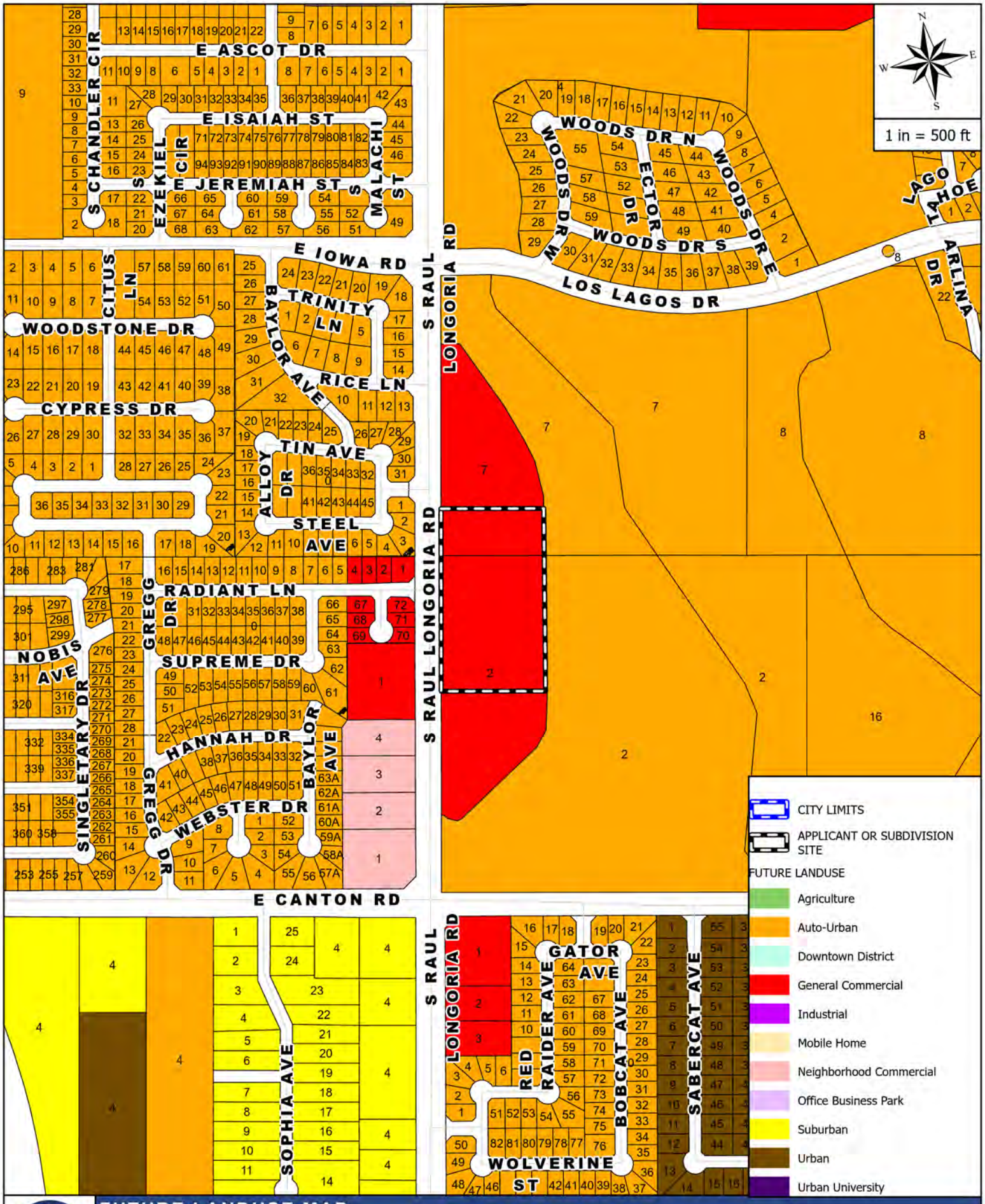
RIO DELTA ENGINEERING - LOS LAGOS REAL ESTATE



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

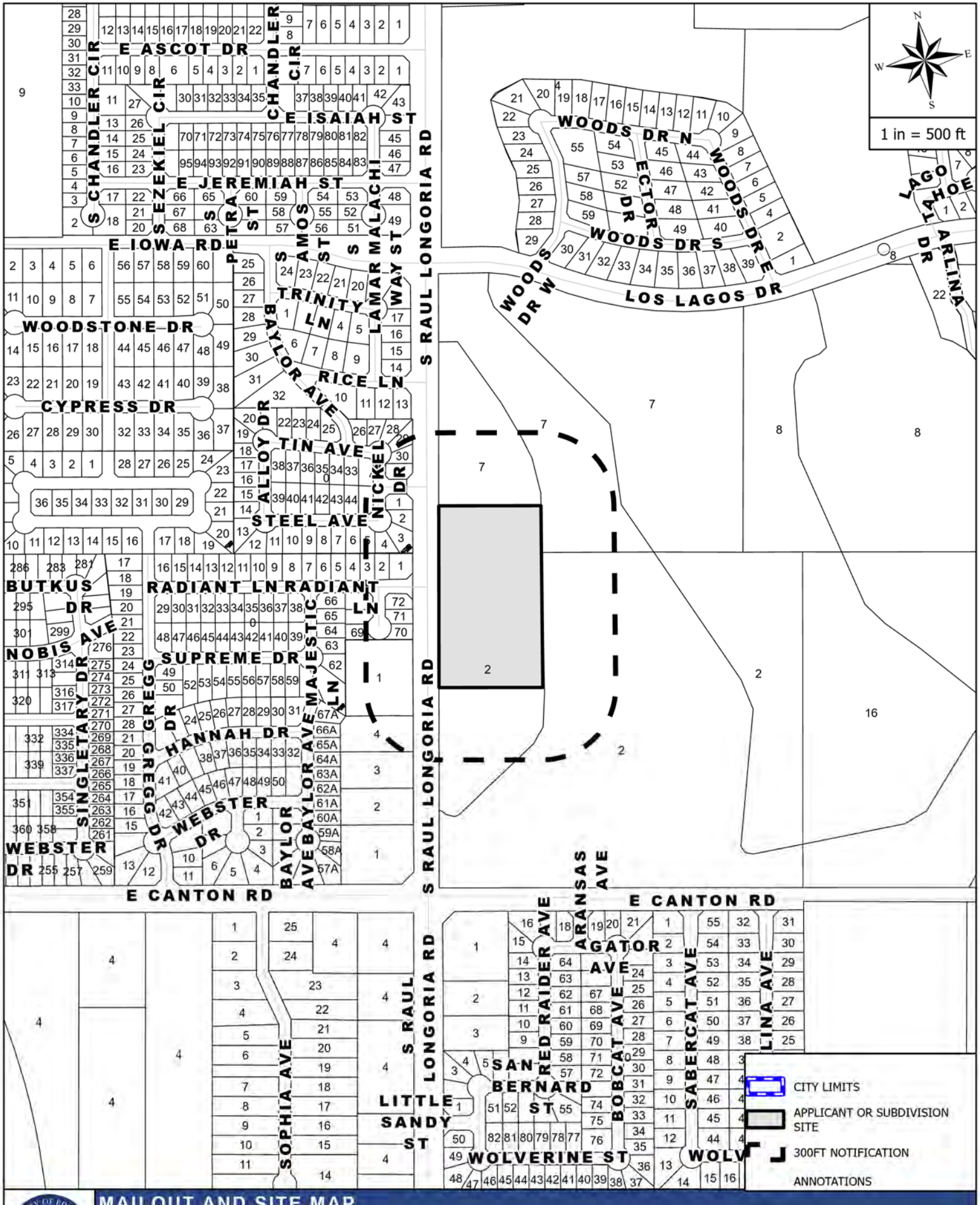
RIO DELTA ENGINEERING - LOS LAGOS REAL ESTATE



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RIO DELTA ENGINEERING - LOS LAGOS REAL ESTATE



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RIO DELTA ENGINEERING - LOS LAGOS REAL ESTATE

Rezoning Request Site Photo

Rio Delta Engineering on behalf of Los Lagos Real Estate, LLC.

3605 East Richardson Road

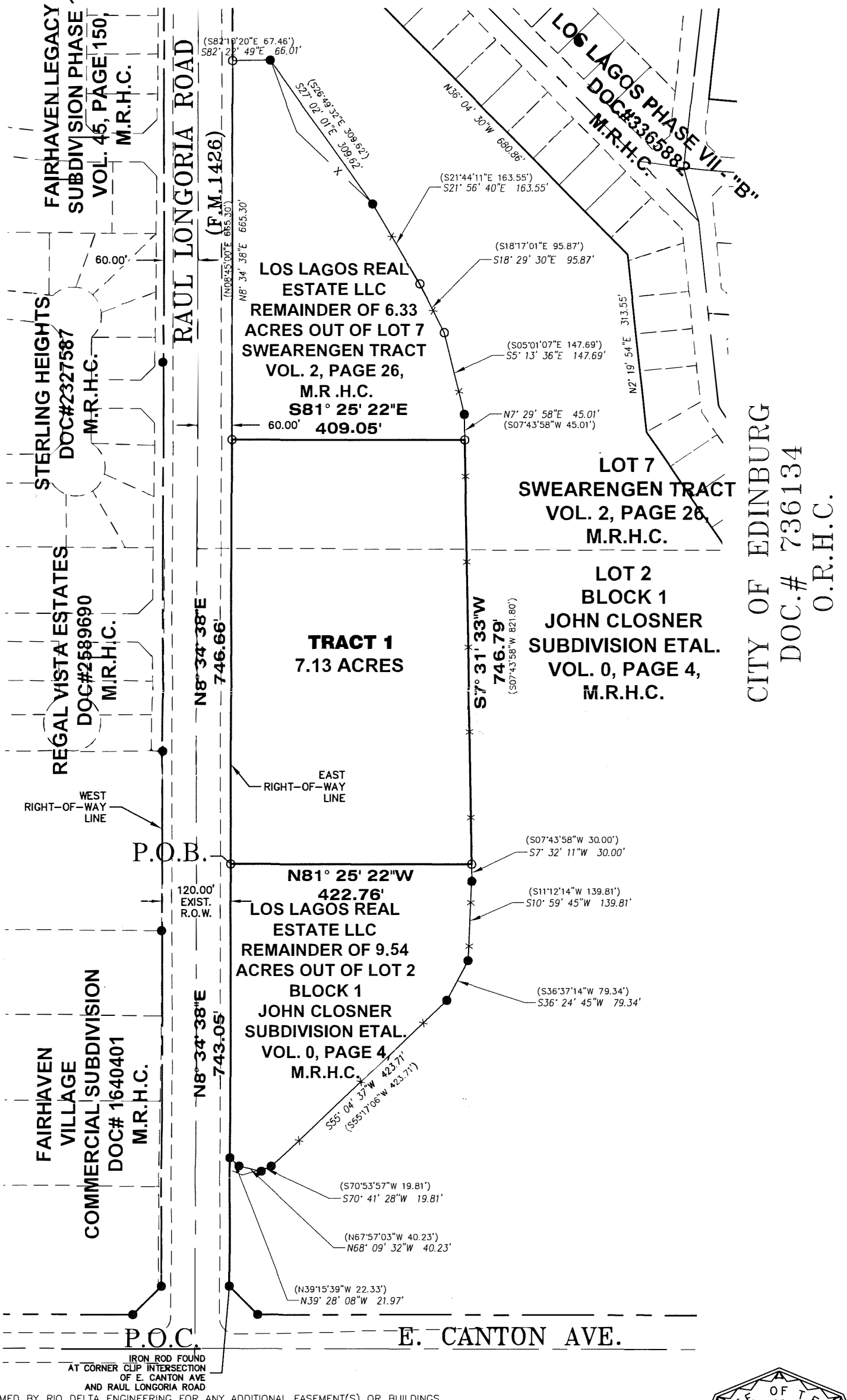


EXHIBIT B
TRACT 1 - 7.13 ACRES
OUT OF LOT 7 , SWEARENGEN TRACT,
VOLUME 2, PAGE 26, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOT 2, BLOCK 1, JOHN CLOSNER SUBDIVISION,
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE
(4205)
WESTERN DATA
SYSTEMS NETWORK

LEGEND

- O CAPPED 1/2" IRON ROD SET
- ● 1/2" IRON ROD FOUND
- ⊛ 2" IRON PIPE FOUND
- △ CALCULATED POINT
- (XXXX) DEED CALL (DOC#2467916, O.R.H.C.)
- XXXX MEASURED



SURVEYOR'S NOTES:

1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2) THE PROPERTY SHOWN IS IN ZONE "X", AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL MAP NO. 4803380035E, DATED JUNE 6, 2000.

3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: AUGUST, 2023
PROJECT: SUB 22 060
PAGE: 1 OF 1

8-4-2023
IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

SCALE: 1" = 60'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

S27°02'01"E
309.62'

S21°56'40"E
163.55'

S18°29'30"E
95.87'

S05°13'36"E
147.69'

S07°31'29"W
821.80'

S10°59'45"W
139.81'

S36°24'45"W
79.34'

S55°04'37"W
423.71'

TWO STORY
THREE STORY
CLUB HOUSE
OFFICE

152 PARKING SPACES REQUIRED
205 PARKING SPACES PROVIDED
29,673 SF ONE STORY
4.22 ACRE
183,909.00 S.F.

168 Parking Required
168 Parking Provide
84 Units
3.54 ACRE
154,438.00 S.F.

N8°34'38"E
1,928.81'

N. RAUL LONGORIA ROAD (F.M. 1426)

168 Parking Required
168 Parking Provide
84 Units
3.61 ACRE
157,285.00 S.F.

134 PARKING SPACES REQUIRED
171 PARKING SPACES PROVIDED
26,116 SF ONE STORY
3.78 ACRE
164,855.00 S.F.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF **IVAN GARCIA, P.E. 115662 ON SEPTEMBER, 2023** IT IS NOT TO BE USED FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES.

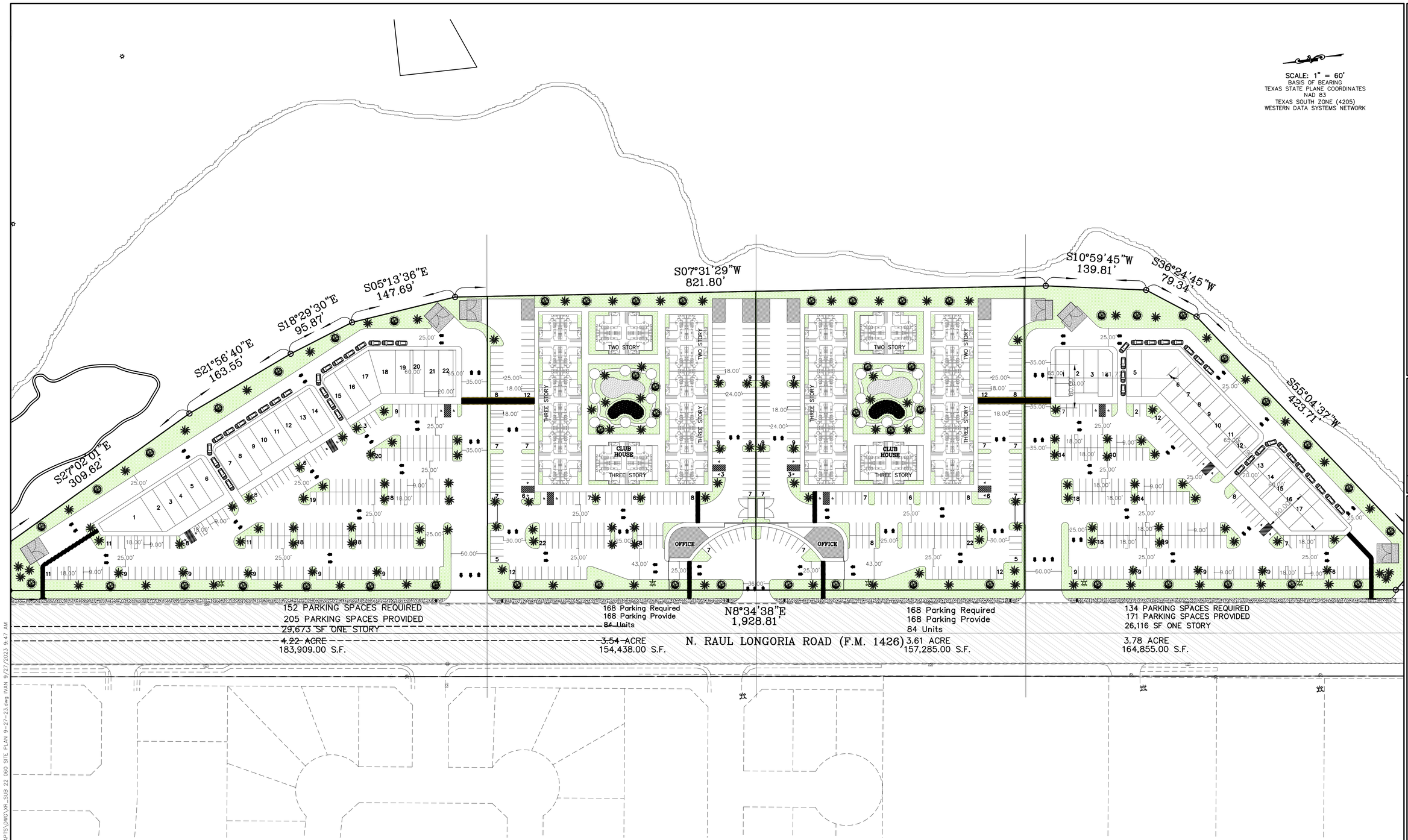
ISSUED FOR:
REVIEW

PRELIMINARY SITE PLAN
LOS LAGOS APTS SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

PROJECT :

ENGINEER: IVAN GARCIA, P.E., R.P.L.S
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S
CHECKED: IVAN GARCIA, P.E., R.P.L.S
DRAWN: OSCAR ALARCON JR
SCALE: 1"=60
DATE: SEPTEMBER, 202
PROJECT: SUB 22.06
REVISIONS:
PAGE NO. 1

Y:\RDE SUBDIVISIONS 2023\SUB 22.06D - LOS LAGOS APTS\DWG\R-SUB 22.06D SITE PLAN 9-27-23.dwg IVAN 9/27/2023 9:48 AM



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF **IVAN GARCIA, P.E. 115662 ON SEPTEMBER, 2023** IT IS NOT TO BE USED FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
REVIEW

PRELIMINARY SITE PLAN
LOS LAGOS APTS SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

PROJECT:

ENGINEER: IVAN GARCIA, P.E., R.P.L.S
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S
CHECKED: IVAN GARCIA, P.E., R.P.L.S
DRAWN: OSCAR ALARCON JR
SCALE: 1"=60
DATE: SEPTEMBER, 202
PROJECT: SUB 22.06
REVISIONS:
PAGE NO. 1

X:\RDE SUBDIVISIONS 2022\SUB 22.060 - LOS LAGOS APTS\DWG\VR_SUB 22 060 SITE PLAN 9-27-23.dwg IVAN 9/27/2023 9:47 AM

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0146

Date: 8-1-2023

1. Property Owner (required): LOS LAGOS REAL ESTATES LLC 2. Phone: (956)-641-6868
3. Mailing Address: 302 E. COMMA AVE STE 6
4. City: HIDALGO State: TEXAS Zip: 78557
5. Owner's Email: EDUARDO.LOPEZ@LOS LAGOSRD.COM 6. Cell No. (956) 641-6868
7. Agent (not owner): IVAN GARCIA P.E., R.P.L.S. 8. Agent's Phone: (956) 380-5152
9. Agent's Mailing Address: 921 S. 10TH AVENUE
10. City: EDINBURG State: TEXAS Zip: 78539
11. Agent's Email: RIODELTA2004@YAHOO.COM
12. Address/Location being Rezoned: APPROX. 350 FT FROM THE INTERSECTION OF RAUL LONGORIA AND CANTON ROAD, EAST SIDE OF RAUL LONGORIA
13. Legal Description of Property: 14. Property ID(s): 626328 & 626291

BEING A 7.13 ACRES OUT OF LOT 7, SWEARENGED TRACT, VOLUME 2, PAGE 2, PAGE 26, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 2, BLOCK 1, JOHN CLOSNER SUBDIVISION, VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

15. Zone Change: From: CG - COMMERCIAL, GENERAL To: RM - RESIDENTIAL, MULTIFAMILY & ~~URBEN~~
16. Existing Land Use: VACANT
17. Reason for Zone Change: MULTIFAMILY DEVELOPMENT

RECEIVED
AUG 04 2023
By

Eduardo López
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY Angie DATE RECEIVED 8/4/23

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

ZONING CASE
OWNER NOTIFICATION LIST

LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

LOS LAGOS REAL ESTATE LLC
302 E COMA AVE PMB NO 16
HIDALGO, TX 78557-2505

HERNANDEZ ISAIAS JR
2430 E STEEL AVE
EDINBURG, TX 78542-2438

ROMERO ROBERT & MARIE E ORIBELLO
2434 STEEL AVE
EDINBURG, TX 78542-2438

MARTINEZ ALDA
PO BOX 6015
MCALLEN, TX 78502-6015

CERVANTES LORENZO C & KARIN
2206 NICKEL DR
EDINBURG, TX 78542-0303

GONZALEZ GUILLERMO & JESSICA S
2202 NICKEL DR
EDINBURG, TX 78542-0303

CANTU OZIEL RICARDO & MAYRA L
MEDINA N/F/A CANTU
401 SILVER CREEK
ALAMO, TX 78516-4705

SHELDON VILAS P & KATHRYN M
2402 MARVELOUS CRT
EDINBURG, TX 78542-0081

GARZA DANIEL JR & BRIANA
2406 MARVELOUS CT
EDINBURG, TX 78542-0081

KOOIMAN NATHANIEL D & ERIN R
2415 RADIANT LN
EDINBURG, TX 78542-0742

QUIROZ ROBERTO & MELIZA RODRIGUEZ QUIROZ
2419 RADIANT LN
EDINBURG, TX 78542-0742

GONZALEZ RENE & EVA
7001 E MILE 17 RD
EDINBURG, TX 78542-6625

REYES JUAN E & DAIRA B
1811 GLORIA ANN DR
EDINBURG, TX 78539-6611

GONZALEZ JUVENTINO S & CASSANDRA L MARTINEZ
2409 MARVELOUS CR
EDINBURG, TX 78542

ATESIN ABDURRAHMAN C & TULAY A
2405 MARVELOUS CT
EDINBURG, TX 78542-0095

GARCIA ERIC & AMY DE LEON
2428 E TIN AVE
EDINBURG, TX 78542-2437

RODRIGUEZ MARCOS A
2112 NICKEL DR
EDINBURG, TX 78542-7206

KARIDES THEODORE MATIAS
2108 NICKEL DR
EDINBURG, TX 78542-7206

DOUGLAS BRADY & MARIA
2104 NICKEL DR
EDINBURG, TX 78542-7206

PENA JAVIER
1502 MACKENZIE DR
WESLACO, TX 78599-9754

DYNAMIC REALTY INVEST LLC

ZONING CASE
OWNER NOTIFICATION LIST

PO BOX 6309
BROWNSVILLE, TX 78523-6309

INIGO M&J FAMILY LP
2563 S RAUL LONGORIA RD
EDINBURG, TX 78542-4401

MOLINA LAURA M
2427 E STEEL AVE
EDINBURG, TX 78542

REGAL VISTA HOMEOWNERS
ASSOCIATION INC
PO BOX 6075
MCALLEN, TX 78502

RED ROCK REAL ESTATE DEV GROUP LTD
PO BOX 6075
MCALLEN, TX 78502

CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 7.13 ACRES OUT OF LOT 7, SWEARENGEN TRACT AND OUT OF LOT 2, BLOCK 1, JOHN CLOSNER SUBDIVISION, LOCATED AT 2406 SOUTH RAUL LONGORIA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District, and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 7.13 acres out of Lot 7, Swearengen Tract and out of Lot 2, Block 1, John Closner Subdivision, located at 2406 South Raul Longoria Road, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District, and the Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.E.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Consider the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, 9.91 Acres, All of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Proposed RG Subdivision, Located at 4708 North Gwin Road, as Requested by Rio Delta Engineering on Behalf of RG Enterprises LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of North Gwin Road, approximately 630 ft. north of East Mile 19 North Road. The lot has 330 ft. of frontage on North Gwin Road and 1,308.01 ft. of depth for a total lot area of 9.91 acres gross. The requested zoning designation is the primary single-family residential district, intended to create residential neighborhoods. The applicant is proposing a single-family residential subdivision at this location.

The property is currently zoned Residential, Suburban (RS) District. Adjacent zoning is Residential, Suburban (RS) District in all directions. The property is currently vacant. Adjacent land uses are single-family residential, agriculture, and vacant land. The future land use designation is for Auto-Urban uses at this location.

Staff received a Zone Change Application for the subject property on August 4, 2023. The applicant is proposing a single-family residential subdivision with lot sizes and setbacks that are smaller than the current zoning allows. Rezoning is required to accommodate the proposed use.

Staff mailed a notice of the public hearing to 17 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District based on land uses in the area and the Future Land Use Plan. A similar single-family residential neighborhood exists approximately 300 ft. north of this location. The proposed development should not create a conflict with existing uses. Additional housing stock is needed in the community. The proposed development is in keeping with the Future Land Use Plan. Staff has met with the Engineer on record who has advised Staff that no participation from the City will be requested for any of the required infrastructure or fees for this proposed subdivision. It was also expressed to Engineer that no building permits will be issued for any construction until all required infrastructure is completed and approved by the City.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

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

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachements
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 9/01/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District

APPLICANT: RG Enterprises LLC

AGENT: Rio Delta Engineering

LEGAL: All of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision

LOCATION: 4708 North Gwin Road

LOT/TRACT SIZE: 9.91 acres

CURRENT USE: Vacant

PROPOSED USE: Single-family Residential

EXISTING ZONING: Residential, Suburban (RS)

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Residential, Suburban (RS) District
East – Residential, Suburban (RS) District
West – Residential, Suburban (RS) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District.

REZONING REQUEST
RG ENTERPRISES LLC

EVALUATION

The following is staff's evaluation of the request:

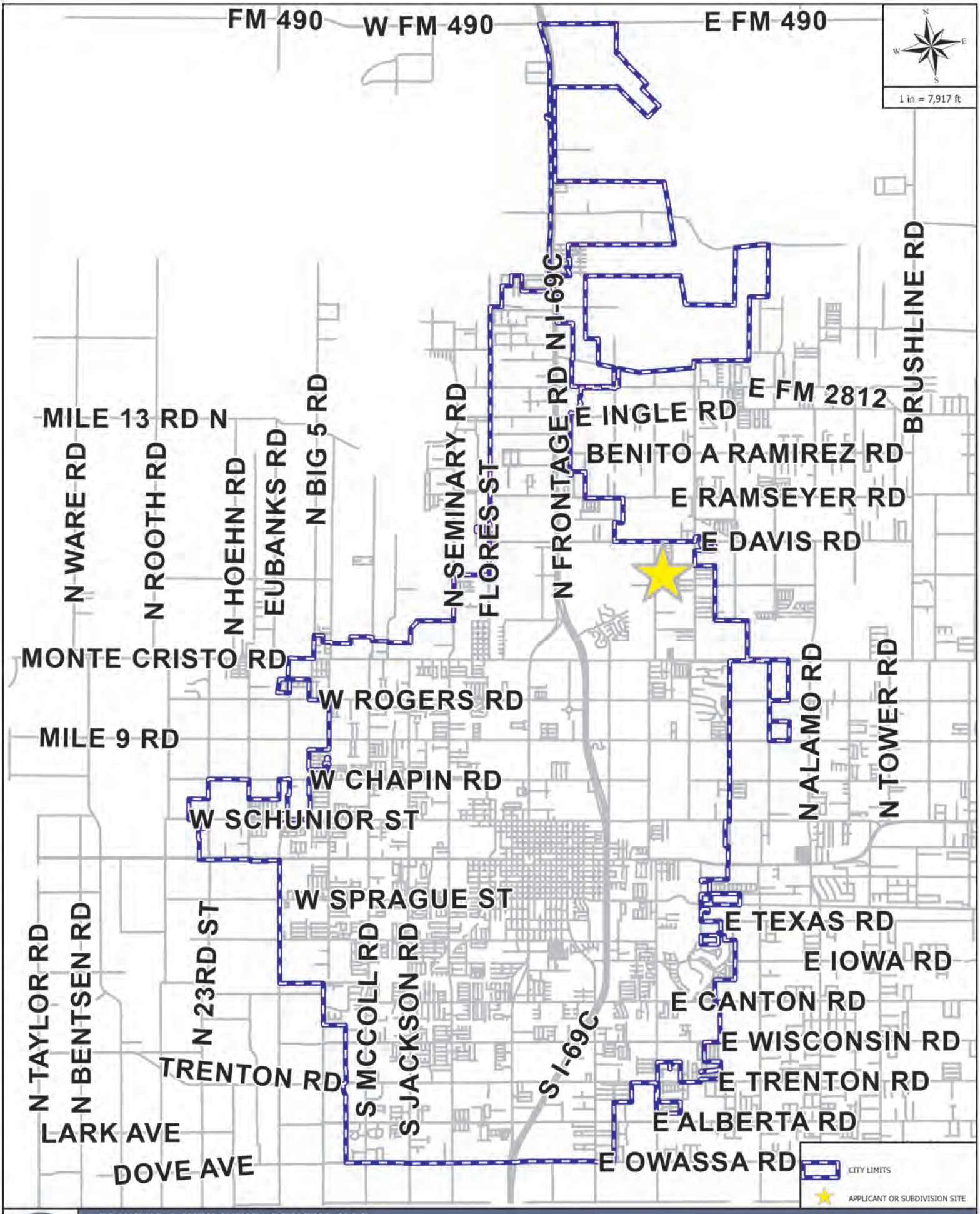
1. The area is characterized by single-family uses, vacant land, and some scattered agriculture.
2. A similar subdivision to the one proposed exists approximately 300 ft. north of the subject property.
3. The proposed use should not present a conflict with existing uses.
4. Additional housing is needed in the community
5. The proposed zoning is in keeping with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District based on adjacent land uses and the Future Land Use Plan. Additional housing is needed in the community. The proposed subdivision is not out of character with this area and should not present a conflict.

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

Staff mailed a notice of the public hearing to 17 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

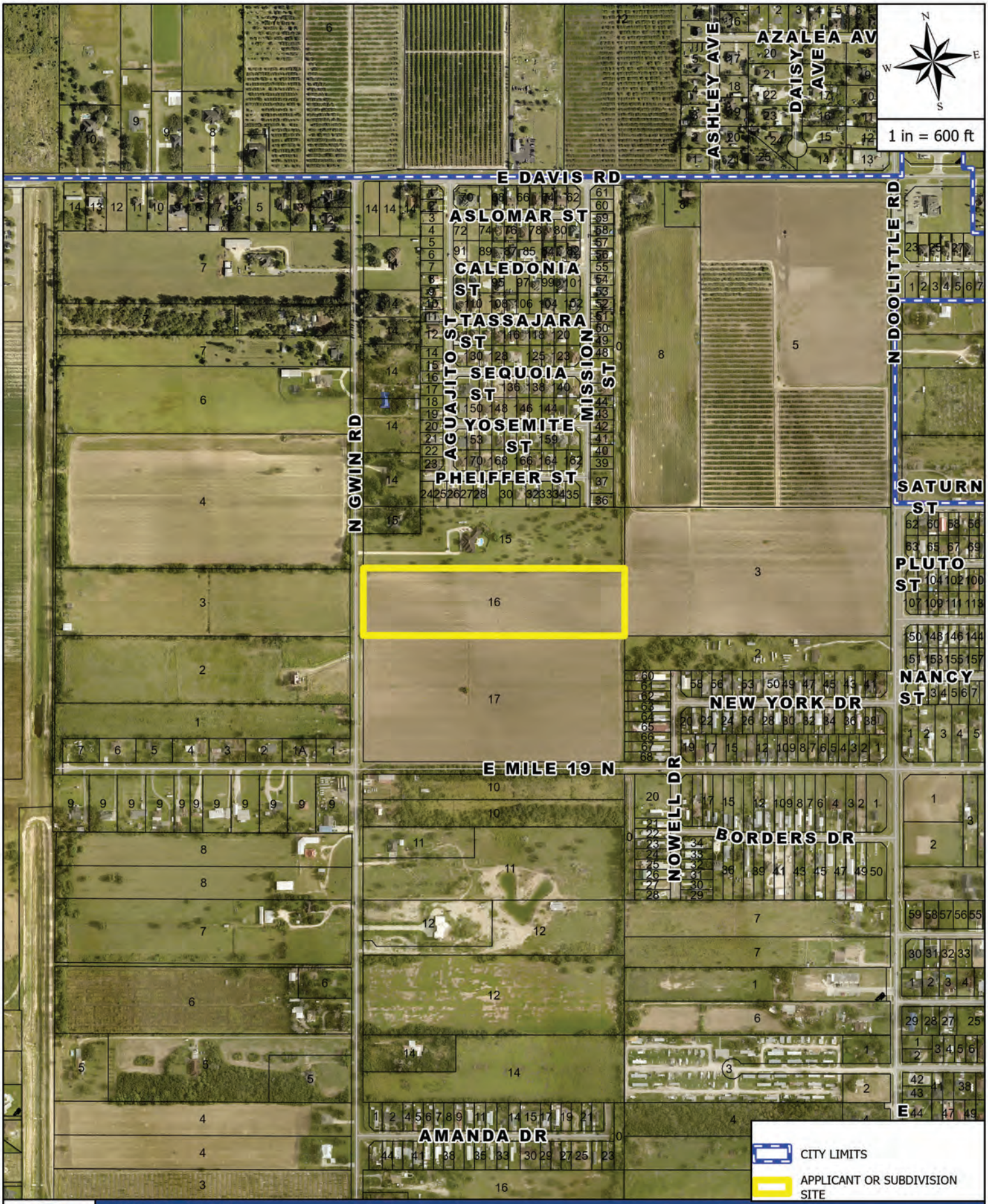
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

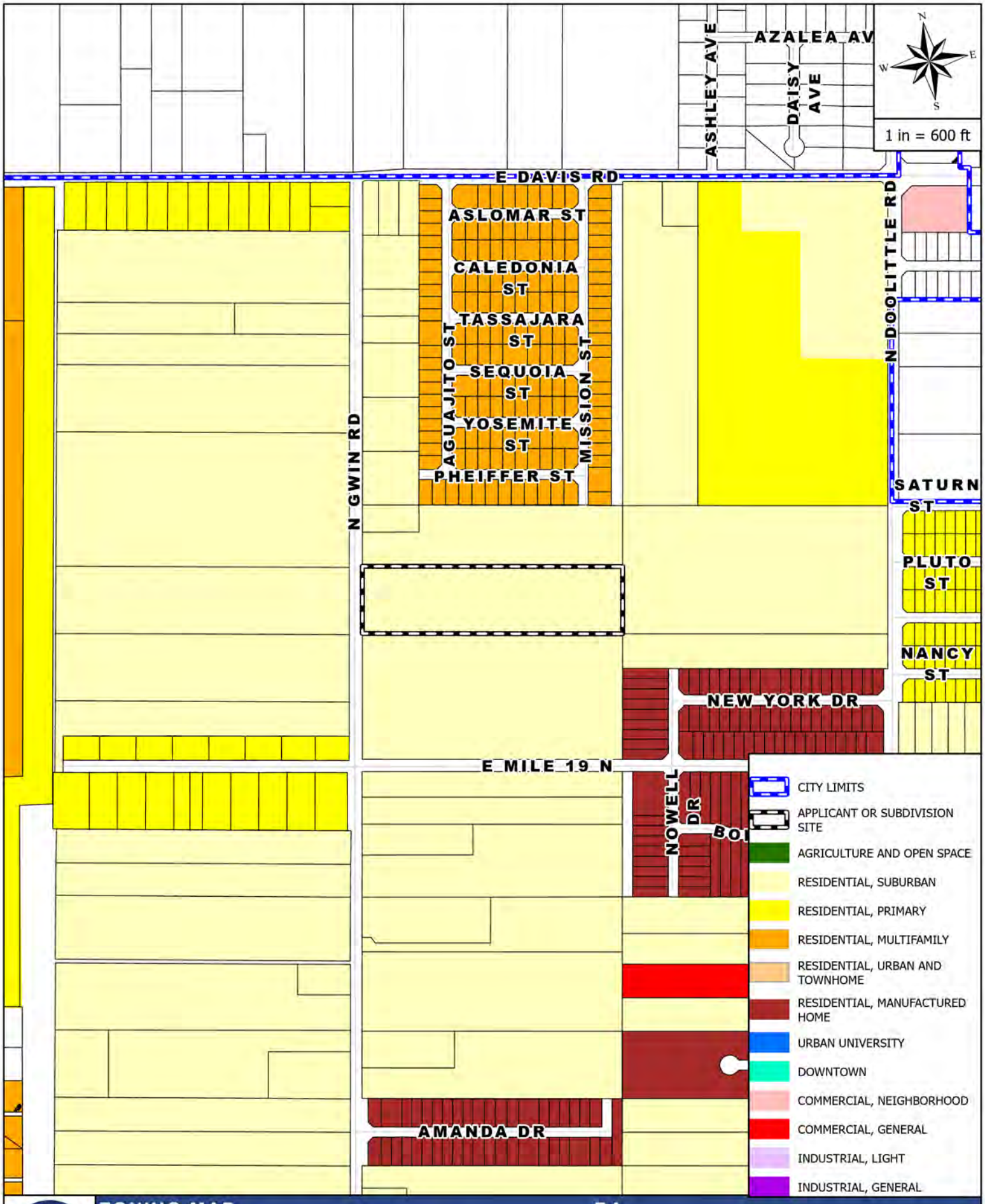
RIO DELTA ENGINEERING - RG ENTERPRISES LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

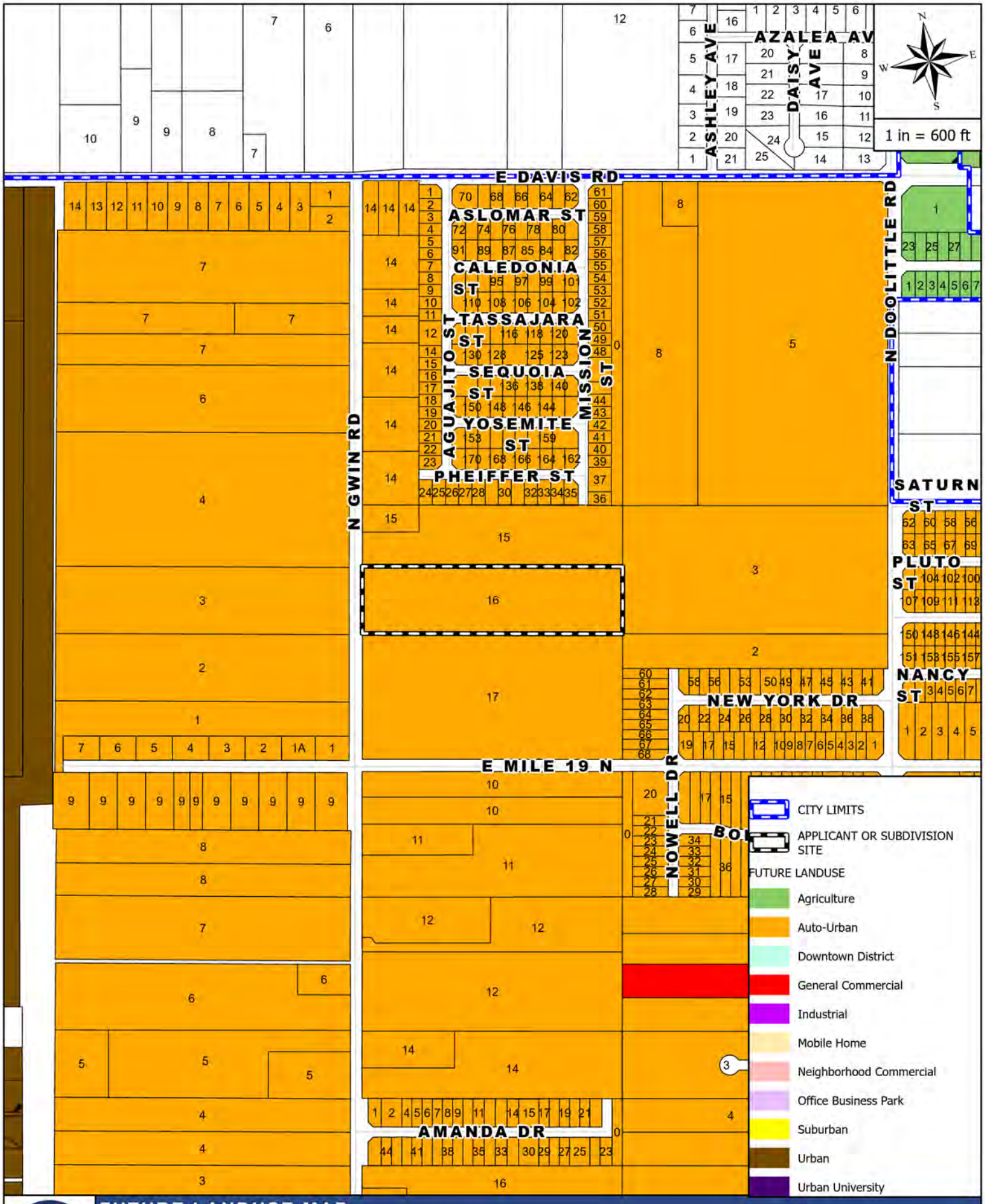
RIO DELTA ENGINEERING - RG ENTERPRISES LLC



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

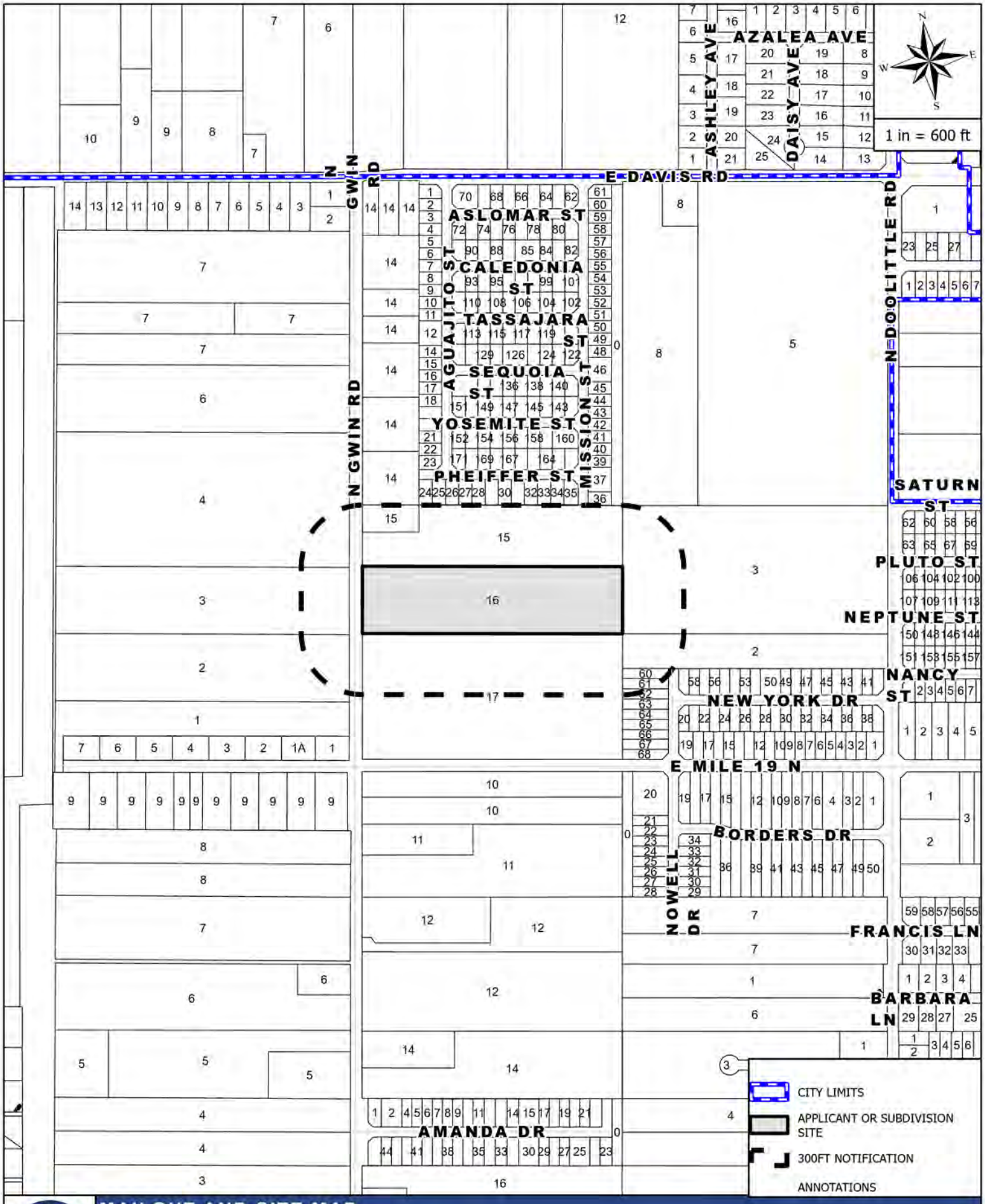
RIO DELTA ENGINEERING - RG ENTERPRISES LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RIO DELTA ENGINEERING - RG ENTERPRISES LLC



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RIO DELTA ENGINEERING - RG ENTERPRISES LLC

RECEIVED
AUG 04 2023
By

DATE OF PREPARATION: AUGUST 3, 2023

RG SUBDIVISION

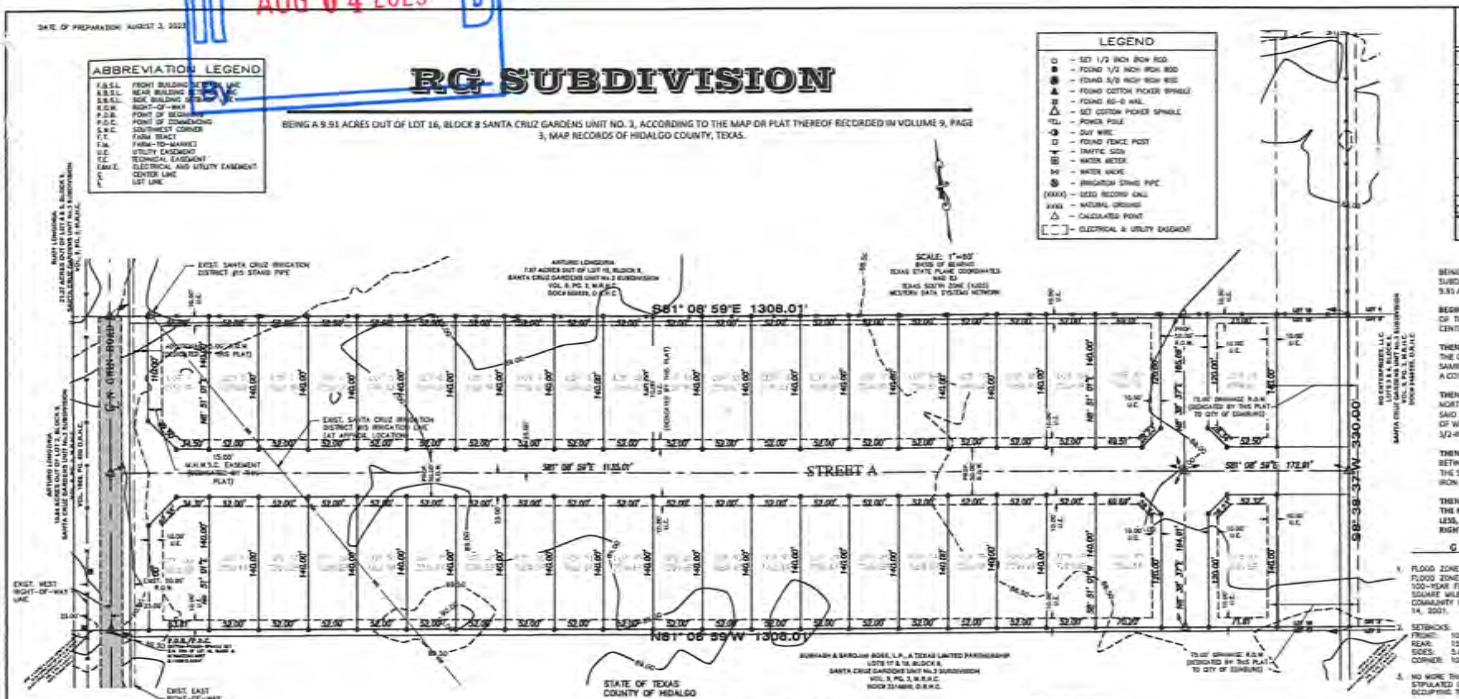
BEING A 9.91 ACRES OUT OF LOT 16, BLOCK 8 SANTA CRUZ GARDENS UNIT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IM VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

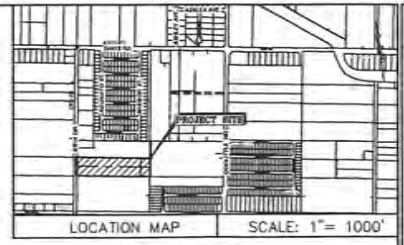
ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.M.	FARM TRACT
FM.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
T.E.	TECHNICAL EASEMENT
E.&U.E.	ELECTRICAL AND UTILITY EASEMENT
C.L.	CENTER LINE
P.L.	LOT LINE

LEGEND

- ○ – SET 1/2 INCH IRON ROD
- ● – FOUND 1/2 INCH IRON ROD
- ■ – FOUND 5/8 INCH IRON ROD
- ▲ – FOUND COTTON PICKER SPINDLE
- T – FOUND 60-D NAIL
- △ – SET COTTON PICKER SPINDLE
- PP – POWER POLE
- –O– GUY WIRE
- □ – FOUND FENCE POST
- TS – TRAFFIC SIGN
- WM – WATER METER
- WV – WATER VALVE
- ⊕ – IRRIGATION STAND PIPE
- (XXXX) – DEED RECORD CALL
- XXXX – NATURAL GROUND
- △ – CALCULATED POINT
- [ ] – ELECTRICAL & UTILITY EASEMENT





METES AND BOUNDS DESCRIPTION

BEING A 9.91 ACRES TRACT OF LAND OF LOT 16, BLOCK 8, SANTA CRUZ GARDENS UNIT No 3 SUBDIVISION, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 9.91 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON-PICKER-SPINDLE SET AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 8 OF THE SAID SANTA CRUZ GARDENS UNIT No.3 SUBDIVISION, SAME BEING A POINT ON THE CENTERLINE OF N. GWIN ROAD;

THENCE N 8°18'27" E ALONG THE WEST LINE OF THE SAID LOT 16, BLOCK 8, SAME BEING ALONG THE CENTERLINE OF N GWIN ROAD, TO THE NORTHWEST CORNER OF THE SAID LOT 16, BLOCK 8, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 15, BLOCK 8, A DISTANCE OF 330.00 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°08'59" E ALONG THE DIVIDING LINE BETWEEN LOTS 15 AND 16, BLOCK 8, TO THE NORTHEAST CORNER OF THE SAID LOT 16, SAME POINT BEING THE SOUTHEAST CORNER OF THE SAID LOT 15, PASSING AT 25.00 FEET A 5/8-INCH IRON ROD FOUND ON THE EXISTING EAST RIGHT OF WAY LINE OF N. GWIN ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1308.01 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°38'37" W ALONG THE EAST LINE OF THE SAID LOT 16, SAME BEING THE DIVIDING LINE BETWEEN LOTS 16 AND 9, TO THE SOUTHEAST CORNER OF THE SAID LOT 16, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID LOT 9, A DISTANCE OF 330.00 FEET TO A CAPPED 1/2-INCH IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°08'59" W ALONG THE SOUTH LINE OF THE SAID LOT 16, A DISTANCE OF 1308.01 TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 9.91 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE WEST 25.00 FEET (0.0.19 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF N. GWIN ROAD.

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X", AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE
COMMUNITY PANEL NO. 480334 0325 D, REVISED JUNE 6, 2000. REVISED TO REFLECTED LOMR DATED MAY 14, 2001.

2. SETBACKS:

FRONT:	10.00	FEET	OR EASEMENT WHICHEVER IS GREATER
REAR:	15.00	FEET	OR EASEMENT WHICHEVER IS GREATER
SIDES:	5.00	FEET	OR EASEMENT WHICHEVER IS GREATER
CORNER:	10.00	FEET	OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

4. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

5. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

6. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT.

7. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS ACCORDANCE WITH CITY OF EDINBURG STANDARDS.

8. BENCHMARKS (B.M.):
IRON ROD BEING APPROXIMATELY 23 FEET WEST OF THE SOUTHWEST CORNER OF THIS SUBDIVISION. TOP OF ROD ELEV.= 89.04 (N.A.V.D. 88) NORTHING: 16652296.7700 EASTING: 1105808.8510 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)

9. DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 48.668 CUBIC-FEET OR 3.125 ACRE-FEET OF STORM WATER RUNOFF.

10. ONLY ONE SINGLE FAMILY DWELLING PER LOT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.

13. A FIVE (5.00') FOOT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER.

14. THIS PROPERTY IS ZONED SUBURBAN RESIDENTIAL.

15. ALL RIGHT-OF-WAY & EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.

16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

17. THE HOMEOWNER'S ASSOCIATION FOR THIS SUBDIVISION WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF THE PROPOSED DETENTION AREA.

18. 5' WIDE CONCRETE SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG N. GWIN ROAD AT SUBDIVISION CONSTRUCTION PHASE.

19. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98-30 OF THE CITY OF EDINBURG, ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I RG ENTERPRISES LLC AS THE OWNER(S) OF THE 9.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RG SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SCEPTIC TANKS MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND;
(D) GAS CONNECTIONS IF AVAILABLE, PROVIDED TO THE LOTS, OR WILL MEET THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
RENE DARZA, MANAGER
RG ENTERPRISES LLC
711 E WISCONSIN RD.
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENE DARZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2023.

_____ _____ _____
NOTARY PUBLIC COUNTY OF HIDALGO DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
WADE E. BESING, P.E., C.F.M. DATE
GENERAL MANAGER

CITY OF EDINBURG
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS RG SUBDIVISION COMPLIES TO ALL REQUIREMENTS TO THE SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED.
AND HAS BEEN APPROVED FOR RECORDING ON THE_____DAY OF_____, 2023.

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RG SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS

___ DAY OF _____, 20___

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

SANTA CRUZ IRRIGATION DISTRICT NO. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2023 SUBJECT TO THE FOLLOWING

1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
GENERAL MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS _____ DAY OF _____, 2023.

_____ _____
IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6486
SURVEY FIRM # 10194027

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS _____ DAY OF _____, 2023.

_____
IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90156 – STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND USE AND TRANSMITTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREIN GRANTED SHALL BE FIFTEEN FEET (15') IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO ESTABLISH THE COURSE OF THE EASEMENT HEREIN COMMITTED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREIN GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR SUCH IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT COVERED HEREIN AND DEEMED OR APPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE, THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.

_____ _____
RENE DARZA, MANAGER DATE
RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TEXAS 78539

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

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

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX
OWNER: RG ENTERPRISES LLC	711 E WISCONSIN RD.	EDINBURG, TX 78539	
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115862 ON AUGUST 3, 2023 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RELEASED FOR: PRELIMINARY

PLAT SHEET
RG SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

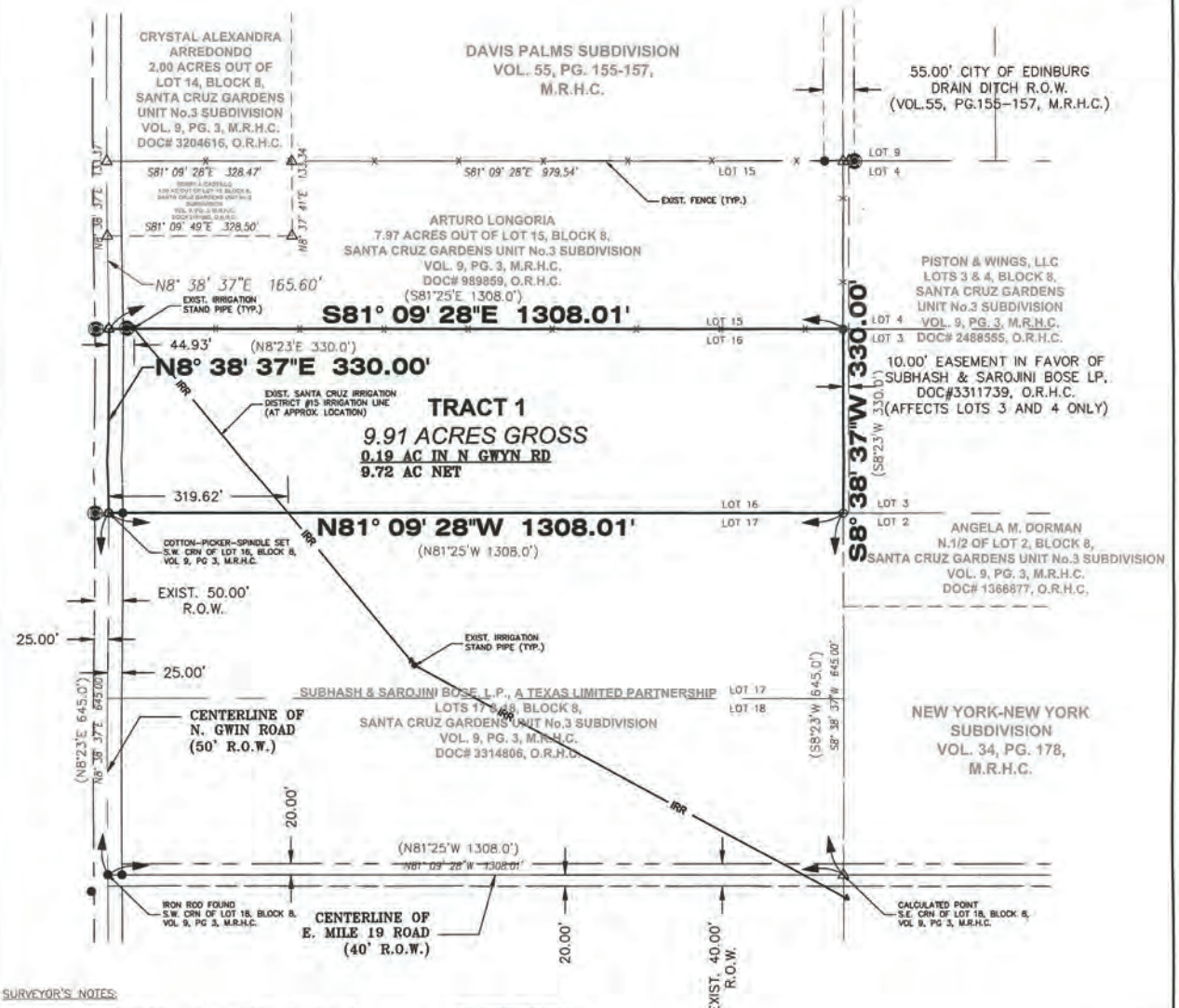
ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	H.G
SCALE:	1"=60'
DATE:	AUGUST 3, 2023
PROJECT:	SUB 22 047
REVISIONS:	
SHEET:	1-OF-1

EXHIBIT A
BOUNDARY SURVEY
TRACT 1 - 9.91 ACRES
ALL OF LOT 16, BLOCK 8,
SANTA CRUZ GARDENS UNIT No.3,
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS,

SCALE: 1" = 200'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

LEGEND

- ○ CAPPED 1/2" IRON ROD SET
- ⊗ FENCE CORNER
- ● 1/2" IRON RON FOUND
- ◉ 5/8-INCH IRON ROD FOUND
- △ CALCULATED POINT
- XXXX MEASURED
- (XXXX) SANTA CRUZ GARDENS UNIT No.3 (VOL. 9, PG. 3, M.R.H.C.)
- △ COTTON-PICKER-SPINDLE SET



SURVEYOR'S NOTES:

1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2) THE PROPERTY SHOWN IS IN ZONE X (SHADED), AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP No. 480338 0020 E, MAP REVISED TO REFLECT LOMR: MAY 14, 2001.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING MARCH 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

A. EASEMENTS, RULES, REGULATIONS, AND RIGHTS IN FAVOR OF SANTA CRUZ IRRIGATION DISTRICT #15.

B. ROADS, EASEMENTS AND RESERVATIONS AS SHOWN ON THE MAP AND DEDICATION OF SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 3, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

C. RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY COMMITMENT FOR TITLE INSURANCE WITH GF No. 180069, ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED MARCH 17, 2023.

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: MARCH 2023
PROJECT: SUB 22.047
PAGE: 1 OF 1

3/25/2023
IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

Rezoning Request Site Photo

RG ENTERPRISES LLC

4708 North Gwin Road



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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # R2NE-2023-0147

Date: July 26, 2023

1. Property Owner (required): RG Enterprises LLC 2. Phone: (956) 929-1567
3. Mailing Address: 711 E Wisconsin Rd.
4. City: Edinburg State: Texas Zip: 78539
5. Owner's Email: rgarzajr26@yahoo.com 6. Cell No.
7. Agent (not owner): Rio Delta Engineering 8. Agent's Phone: (956) 380-5152
9. Agent's Mailing Address: 921 S. 10th Ave.
10. City: Edinburg State: TX Zip: 78539
11. Agent's Email: riodelta2004@yahoo.com
12. Address/Location being Rezoned: N Gwin Rd, Edinburg, Tx (No address)
13. Legal Description of Property: 14. Property ID(s): 278909
BEING A 9.91 ACRE TRACT OUT OF ALL OF LOT 16, BLOCK 8, SANTA CRUZ GARDENS UNIT 3, VOLUME 9, PAGE 3, HIDALGO COUNTY MAP RECORDS
15. Zone Change: From: RS - Residential, Suburban To: RP - Residential, Primary
16. Existing Land Use: VACANT
17. Reason for Zone Change: LOT SIZE REQUIREMENTS

RECEIVED
AUG 04 '23
By

Rene Garza
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY Anissa L DATE RECEIVED 8/4/23

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

ZONING CASE
OWNER NOTIFICATION LIST

ABRAHAM JOHN P
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

ARREDONDO ALICIA & RICARDO
2710 PFIEFFER ST
EDINBURG, TX 78542-5250

CASTILLO HENRY J
4812 N GWIN RD
EDINBURG, TX 78542-5634

CASTRO MICHAEL & JESSICA
4804 N GWIN RD
EDINBURG, TX 78542-5634

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

DORMAN ANGELA M
5219 N DOOLITTLE RD
EDINBURG, TX 78542

GARZA HECTOR R
716 S CLOSNER BLVD
EDINBURG, TX 78539-4664

IBARRA FERNANDO ZUNIGA
3313 N CHRISTOPHER LN
EDINBURG, TX 78542-8643

LONGORIA RUDY
324 CARDINAL AVE
MCALLEN, TX 78504-2739

LOPEZ JOSE U & JUANA LIZBETH GUTIERREZ
4701 N GWIN RD
EDINBURG, TX 78542

MAGDALENO ROSALINDA
4703 N NOWELL DR
EDINBURG, TX 78542-4989

PISTONS & WINGS LLC
324 CARDINAL AVE
MCALLEN, TX 78504-2739

RAMIREZ LEOPOLDO Jr
4715 N NOWELL DR
EDINBURG, TX 78542-4989

RODRIGUEZ ELIUD JR
1507 ARUBA DR
EDINBURG, TX 78541-4684

SUBHASH & SAROJINI BOSE LP
7007 N 1ST LANE
MCALLEN, TX 78504-1931

VELA JAJAIRA & ESTEBAN GARZA
4812 N MISSION ST
EDINBURG, TX 78542-3228

ZARATE JOSE JR & BELINDA CANO
515 N 20TH AVE
EDINBURG, TX 78541-3719

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 9.91 ACRES, ALL OF LOT 16, BLOCK 8, SANTA CRUZ GARDENS UNIT NO. 3 SUBDIVISION, PROPOSED RG SUBDIVISION, LOCATED AT 4708 NORTH GWIN ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 9.91 acres, all of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, proposed RG Subdivision, located at 4708 North Gwin Road, Edinburg, Hidalgo County, Texas, from Residential Suburban (RS) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.F.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 0.48 of an Acre Tract of Land Being a Portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision, Located at 3605 East Richardson Road, as Requested by Rolando Ramos. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the north side of East Richardson Road approximately 1,872 ft. east of North Doolittle Road. The lot has 100.10 ft. of frontage on East Richardson Road and approximately 290 ft. of depth for a total lot area of 0.48 gross acres. The requested zoning designation is the primary commercial district. It accommodates a wide range of commercial uses. The applicant is proposing a building with a shop for his electric company.

The property is currently zoned Agriculture and Open Space (AO) District. Upon annexation, the property was temporarily zoned to Agricultural District, until it would be permanent zoned by the City Council of the City of Edinburg, or upon request by property owner. Adjacent zoning is Agriculture and Open Space (AO) District to the north, south, east, and west. The property is currently vacant. Adjacent land uses are single family residential, commercial, and vacant land. The future land use designation is for Auto-Urban Uses at this location.

Staff received a Zone Change Application for the subject property on August 11, 2023. Rezoning is required to accommodate the proposed development.

Staff mailed a notice of the public hearing to 16 neighboring property owners on Friday, September 1, 2023, and received one telephone call for information only. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District based on adjacent land use to the south and existing automotive repair business to the west. This location is on a principal arterial that accommodates for the proposed zoning district. The current zoning is not appropriate for this location. Based on surrounding commercial use immediately to the east, the proposed project falls within character along the principal arterial.

The Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking,

landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 09/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 09/06/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

APPLICANT: Rolando Ramos Jr.

AGENT: Not applicable

LEGAL: a 0.48 of an acre tract of land being a portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 3605 East Richardson Road

LOT/TRACT SIZE: 0.48 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto Urban Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District.

REZONING REQUEST
ROLANDO RAMOS JR.

EVALUATION

The following is staff's evaluation of the request:

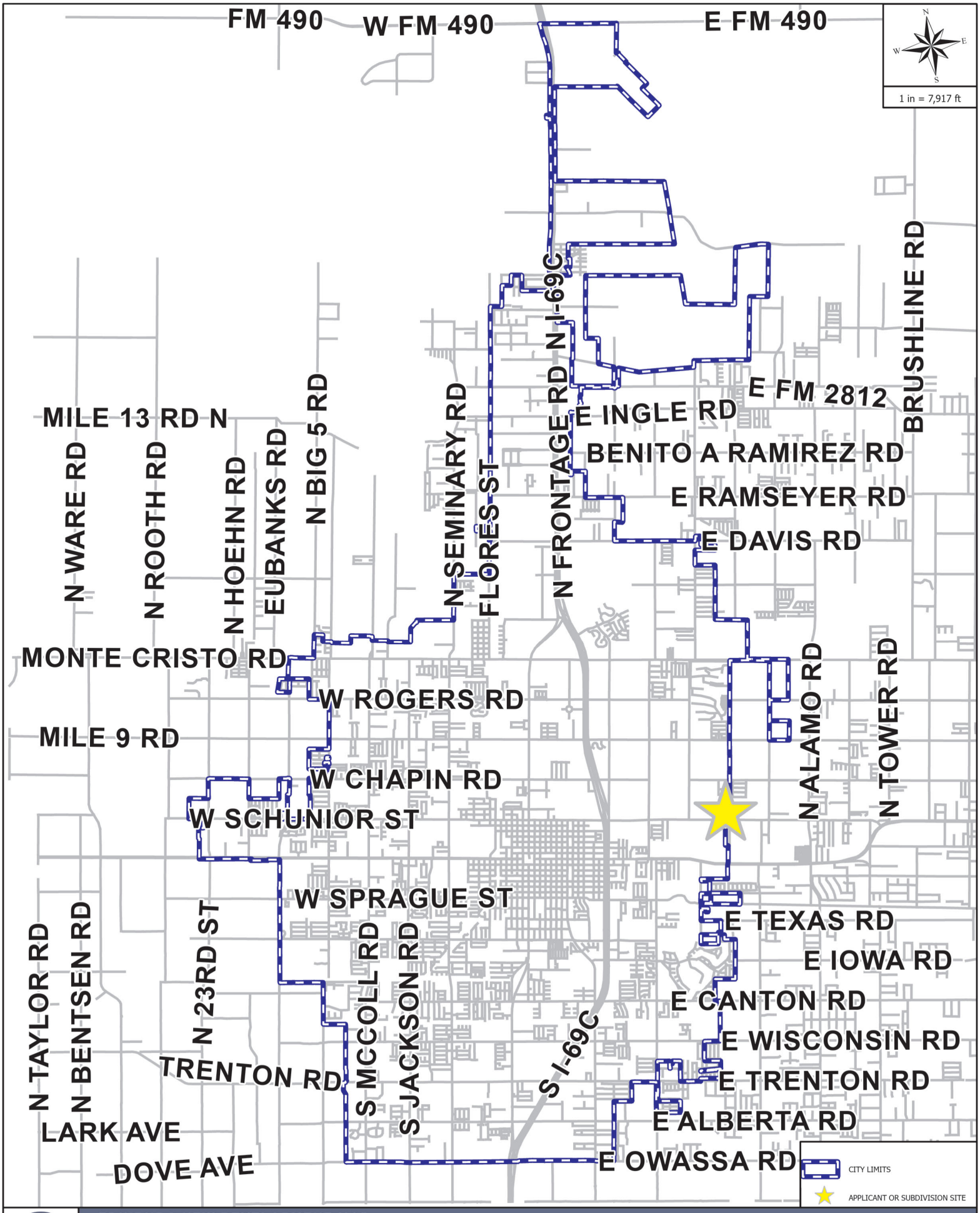
1. The Agriculture (AG) District designation is not appropriate for this location.
2. A commercial automotive repair business is existing nonconforming to the east.
3. The property is along an arterial street, which is suited for commercial uses.
4. The proposed zoning is not in keeping with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District based on surrounding land uses and location on an arterial street.

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

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

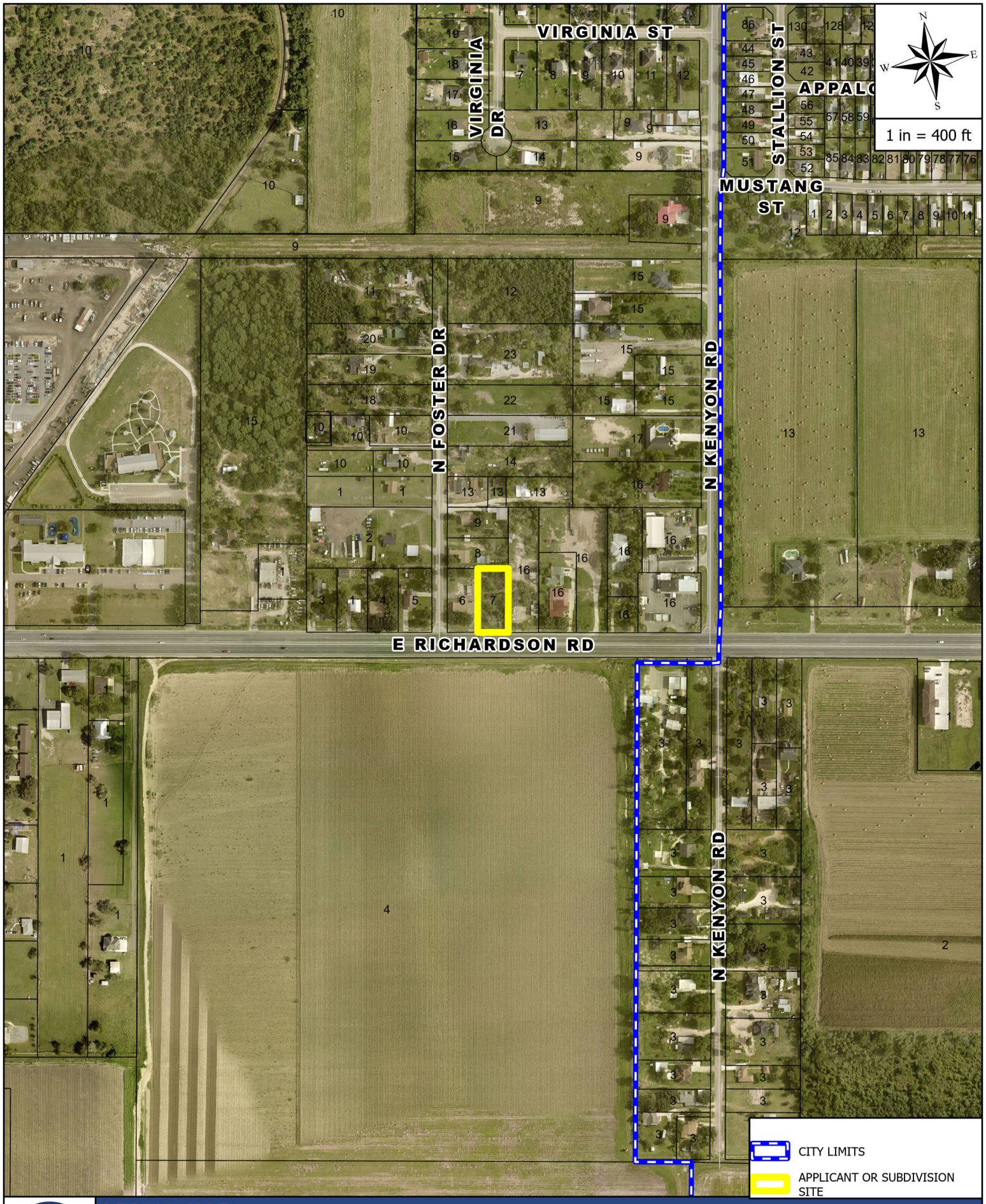
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

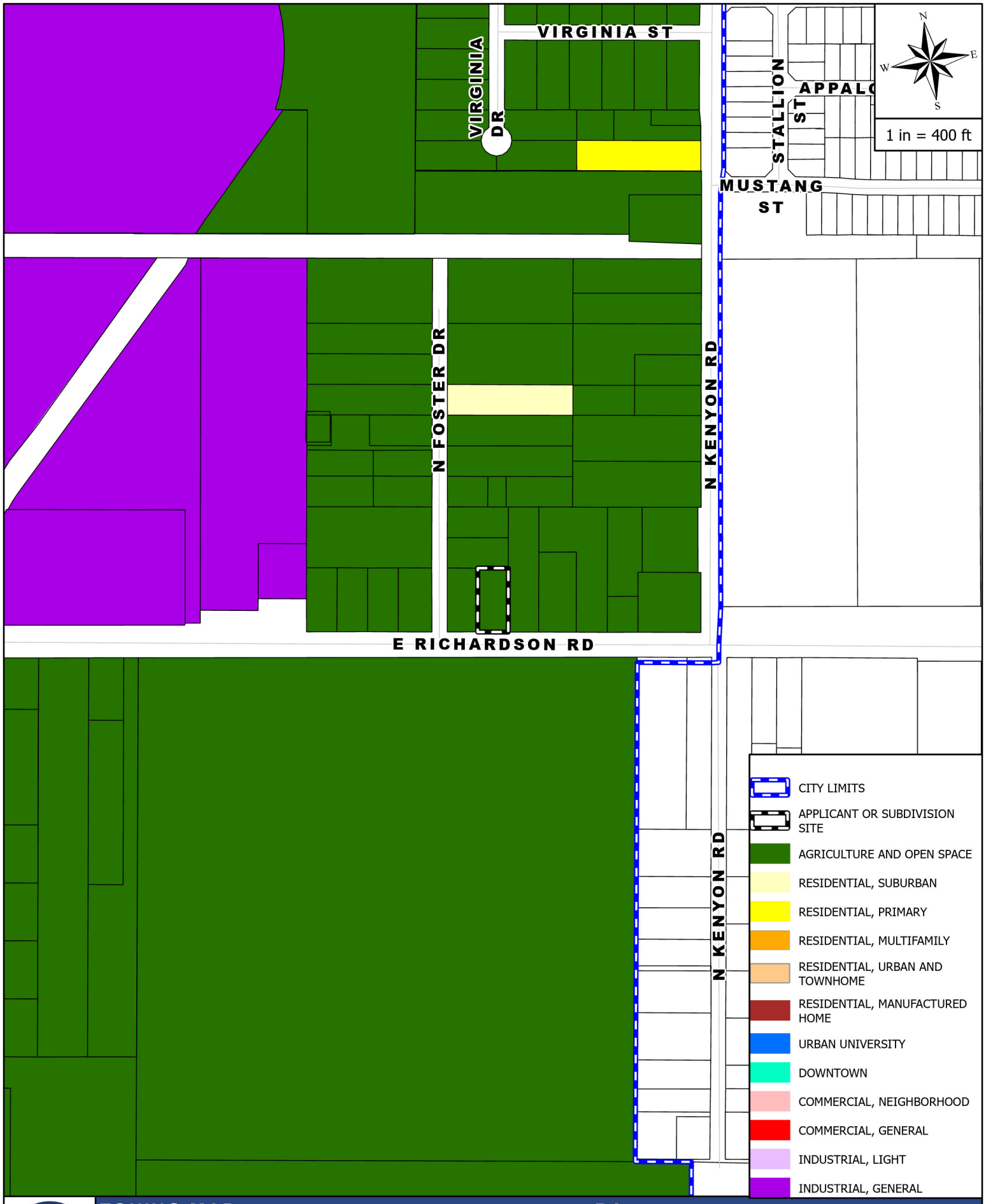
ROLANDO RAMOS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

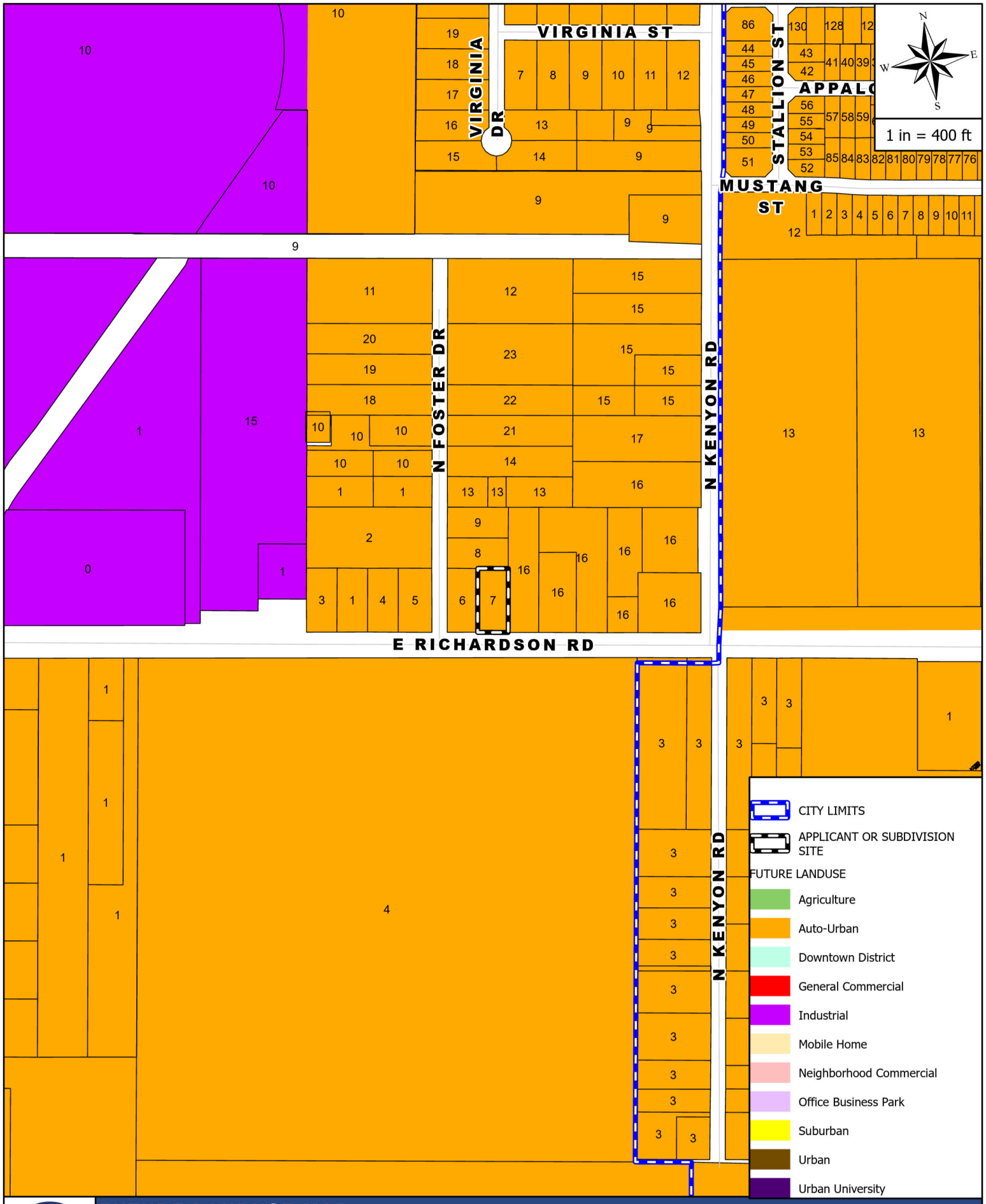
ROLANDO RAMOS



ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

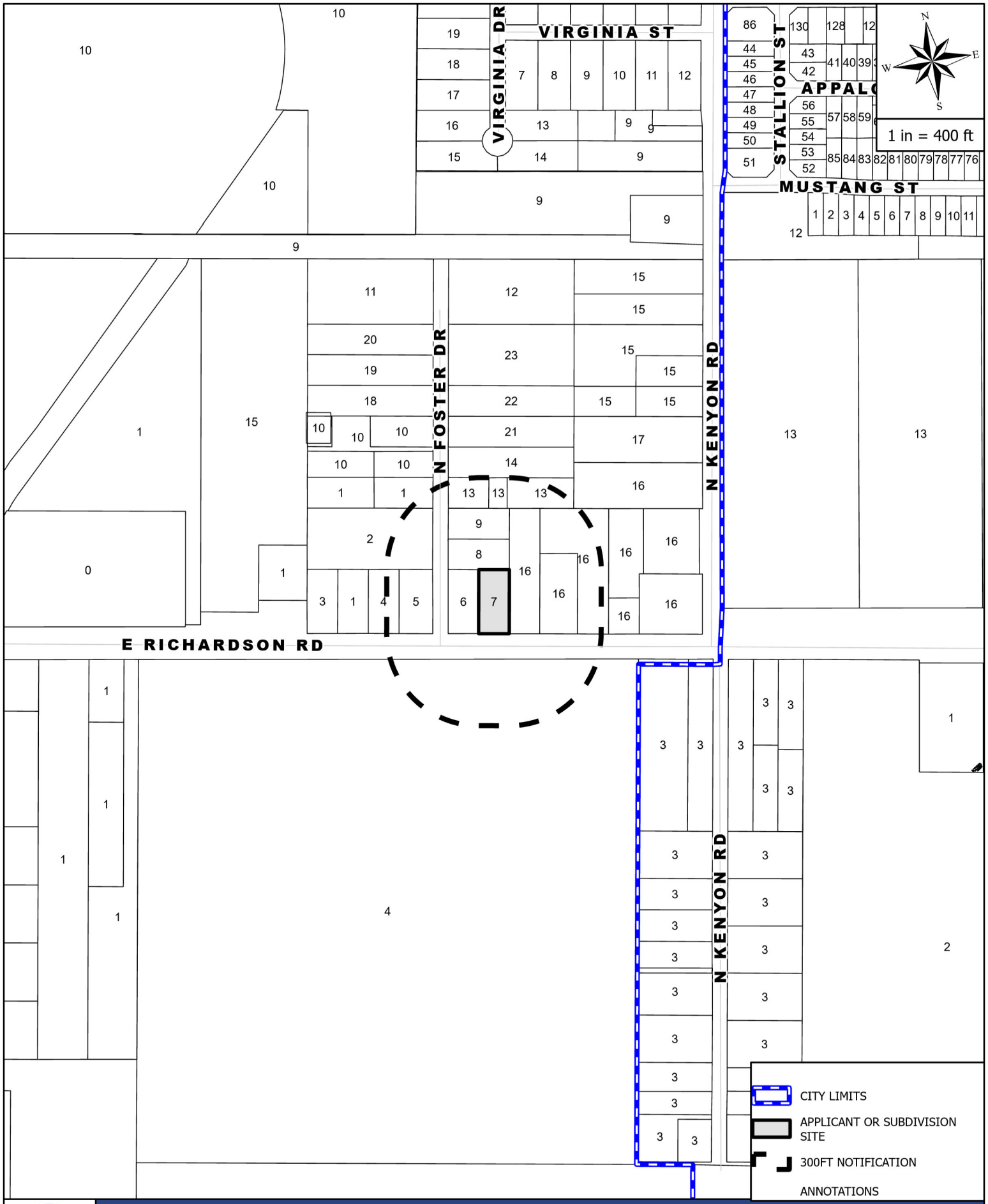
ROLANDO RAMOS



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

ROLANDO RAMOS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

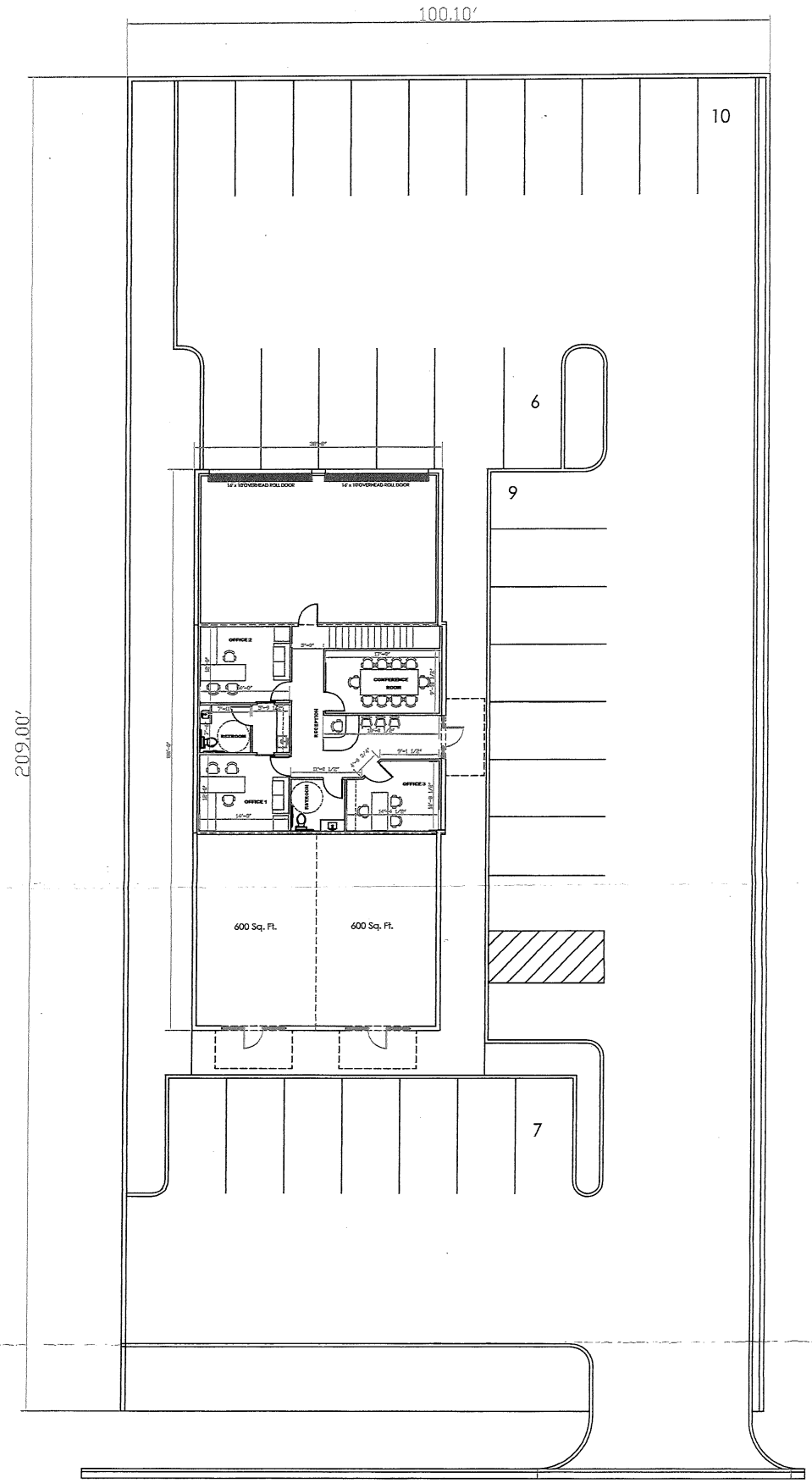
ROLANDO RAMOS

Rezoning Request Site Photo

Rolando Ramos

3605 East Richardson Road





RICHARDSON ROAD

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0150

Date: 8-11-2023

1. Property Owner (required): Rolando Ramos 2. Phone: 956-502-6630
3. Mailing Address: 217 N. Bluebonett
4. City: Pharr State: TX Zip: 78577
5. Owner's Email: garzatxllc@gmail.com 6. Cell No. 956-502-6630
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 3605 Richardson Rd. Edinburg TX
13. Legal Description of Property: 14. Property ID(s): 175632

Tex-mex survey lot 116 sec 245 A/K/A Foster (UNREC) Lot 7 .48 AC

15. Zone Change: From: Agricultural To: commercial / general
16. Existing Land Use: _____
17. Reason for Zone Change: proposed new commercial building / shop electrical company.

Rolando Ramos Jr. Rolando Ramos
(Please Print Name) Signature

RECEIVED
AUG 11 2023
By

OFFICE USE ONLY

REVIEWED BY Anaisa Le DATE RECEIVED 8/11/23

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

ZONING CASE
OWNER NOTIFICATION LIST

CANRAM HOMES LLC
420 ELIZABETH MOYA ST
EDINBURG, TX 78542-0321

ORTIZ MARIA DE JESUS & ABSAE
3509 E RICHARDSON RD
EDINBURG, TX 78542-0466

FLORES MARIA M
801 N FOSTER DR
EDINBURG, TX 78542-2557

HERRERA JOSE & EMMA S L
PINE VILLAGE MHP LOT 21
SANFORD, NC 27330

FLORES GUADALUPE & HIPOLITA P
802 N FOSTER DR
EDINBURG, TX 78542-0458

GAMBOA FELIPE & JUANITA
1122 E VAN WEEK ST
EDINBURG, TX 78541-2722

FLORES NORMA LINDA
808 N FOSTER DR
EDINBURG, TX 78542-0458

CASTILLEJA ENCARNACION & CAROLINA
905 N KENYON RD
EDINBURG, TX 78542-9885

IBARRA ALEJANDRA
416 SPANISH OAK
ALAMO, TX 78516-9766

GARCIA GLORIA
PO BOX 1286
EDINBURG, TX 78540-1286

GARCIA GUADALUPE JR
PO BOX 1795
EDINBURG, TX 78540-1795

MORENO MANUEL & ESPERANZA
PO BOX 1492
EDINBURG, TX 78540-1492

TURBERVILLE DEBORAH & BELLAMY
PARKHILL TRUSTEES GST TRST
2101 REMINGTON AVE STE F
EDINBURG, TX 78539-3942

GARCIA GUADALUPE F & GLORIA O
PO BOX 1286
EDINBURG, TX 78540-1286

JRG FOUNDATION
3609 E RICHARDSON RD
EDINBURG, TX 78542-0363

GUTIERREZ JORGE A & GUILLERMINA
3609 E RICHARDSON RD
EDINBURG, TX 78542-0363

MARTINEZ LUIS
3004 E PAULINE LN
EDINBURG, TX 78542-3291

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.48 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 16, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 3605 EAST RICHARDSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 0.48 of an acre tract of land being a portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision, located at 3605 East Richardson Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.G.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 3, Block 7, Country Club Place Subdivision, Located at 1209 South 10th Avenue, as Requested by Quintanilla, Headley & Associates on Behalf of Andre Maldonado. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the west side of South 10th Avenue, approximately 110 ft. south of West Canal Street. The lot has 55 ft. of frontage on North 10th Avenue and 150 ft. of depth for a total lot area of 8,250 sq. ft. The requested zoning designation is the light commercial district, intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. The applicant is proposing to establish a law office at this location.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to the north, south, and west with Commercial, General (CG) to the east. A single-family residential structure was currently removed from the property which is now vacant. Adjacent land uses are single-family residential to the north, south, and west with commercial uses to the east. The future land use designation is for General Commercial uses at this location.

Staff received a Zone Change Application for the subject property on August 11, 2023. The applicant is proposing a personal law office at this location. Rezoning is required to accommodate the proposed use.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District based on adjacent land uses to the east and the Future Land Use Plan. A similar neighborhood commercial uses exists to the north and southeast of this location along 10th Avenue. The proposed development should not create a conflict with existing uses. The Future Land Use Plan anticipated commercial uses at this location. However, it should be noted that the subject property does not meet the area or lot width requirements for a commercial development in the Commercial, Neighborhood (CN) District and would require acquisition of additional land, or variance, to accommodate the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

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

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agendease Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 9/06/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

APPLICANT: Andre Maldonado

AGENT: Quintanilla, Headley & Associates

LEGAL: Lot 3, Block 7, Country Club Place Subdivision

LOCATION: 1209 South 10th Avenue

LOT/TRACT SIZE: 8,250 sq. ft.

CURRENT USE: Vacant

PROPOSED USE: Neighborhood Commercial

EXISTING ZONING: Residential, Primary (RP)

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

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District.

REZONING REQUEST
ANDRE MALDONADO

EVALUATION

The following is staff's evaluation of the request:

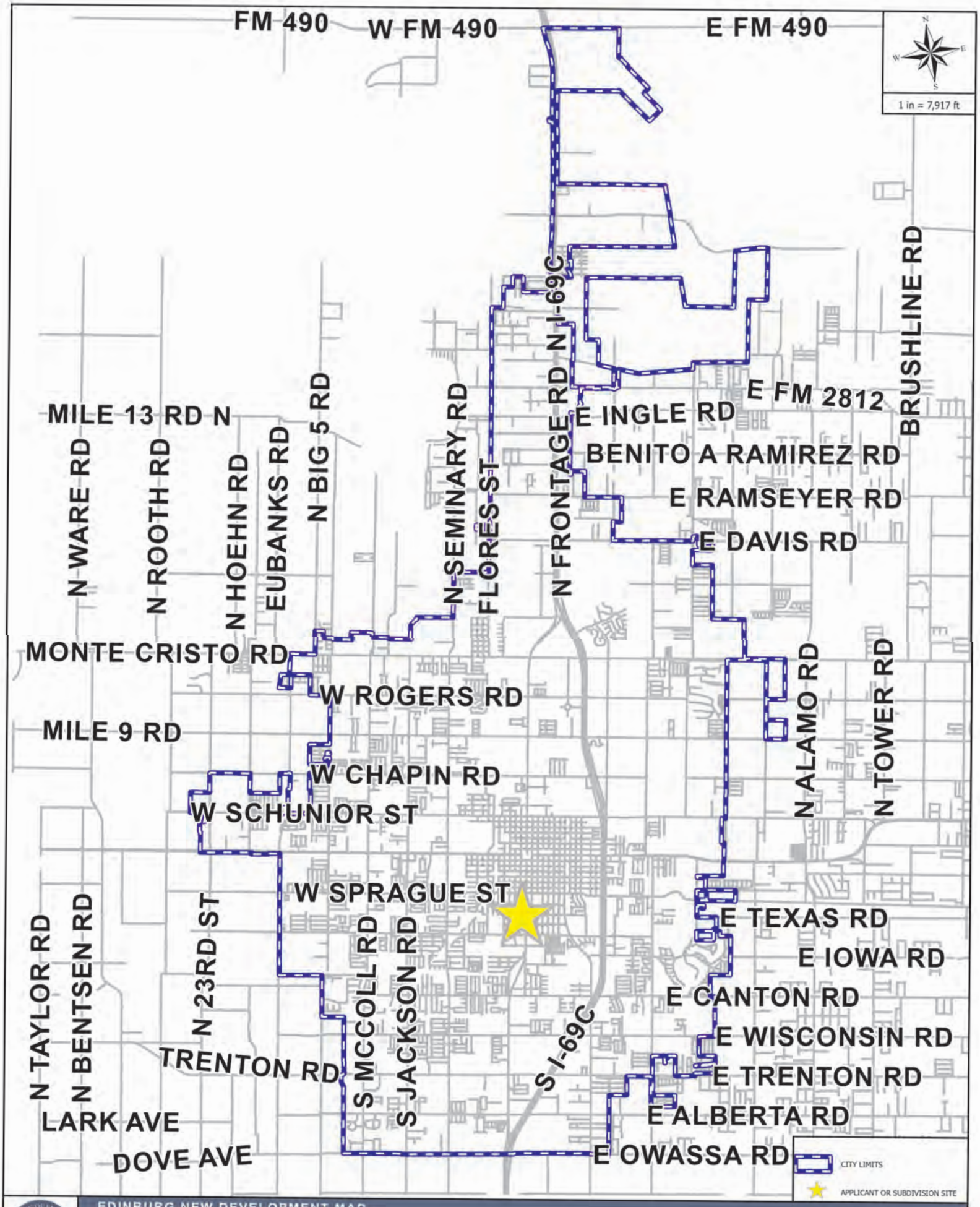
1. The area is a transitional zone between the residential uses to the west and commercial uses one block east on Closner Boulevard.
2. A similar subdivision to the one proposed exist north and south of the subject property on South 10th Avenue.
3. The proposed use should not present a conflict with existing uses.
4. The Future Land Use Plan anticipated commercial uses at this location.
5. If rezoned, the proposed development would not meet the minimum lot area and lot with requirements for commercial development in the Commercial, Neighborhood (CN) district.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District based on land uses in the area and the Future Land Use Plan. The proposed use should not present a conflict and is not out of character with this portion of South 10th Avenue. However, the subject property does not meet the minimum lot area or lot width requirements for a commercial development in the Commercial, Neighborhood (CN) District. Acquisition of additional land, or zoning variance, will be required to accommodate the proposed land use even if rezoning is approved.

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

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

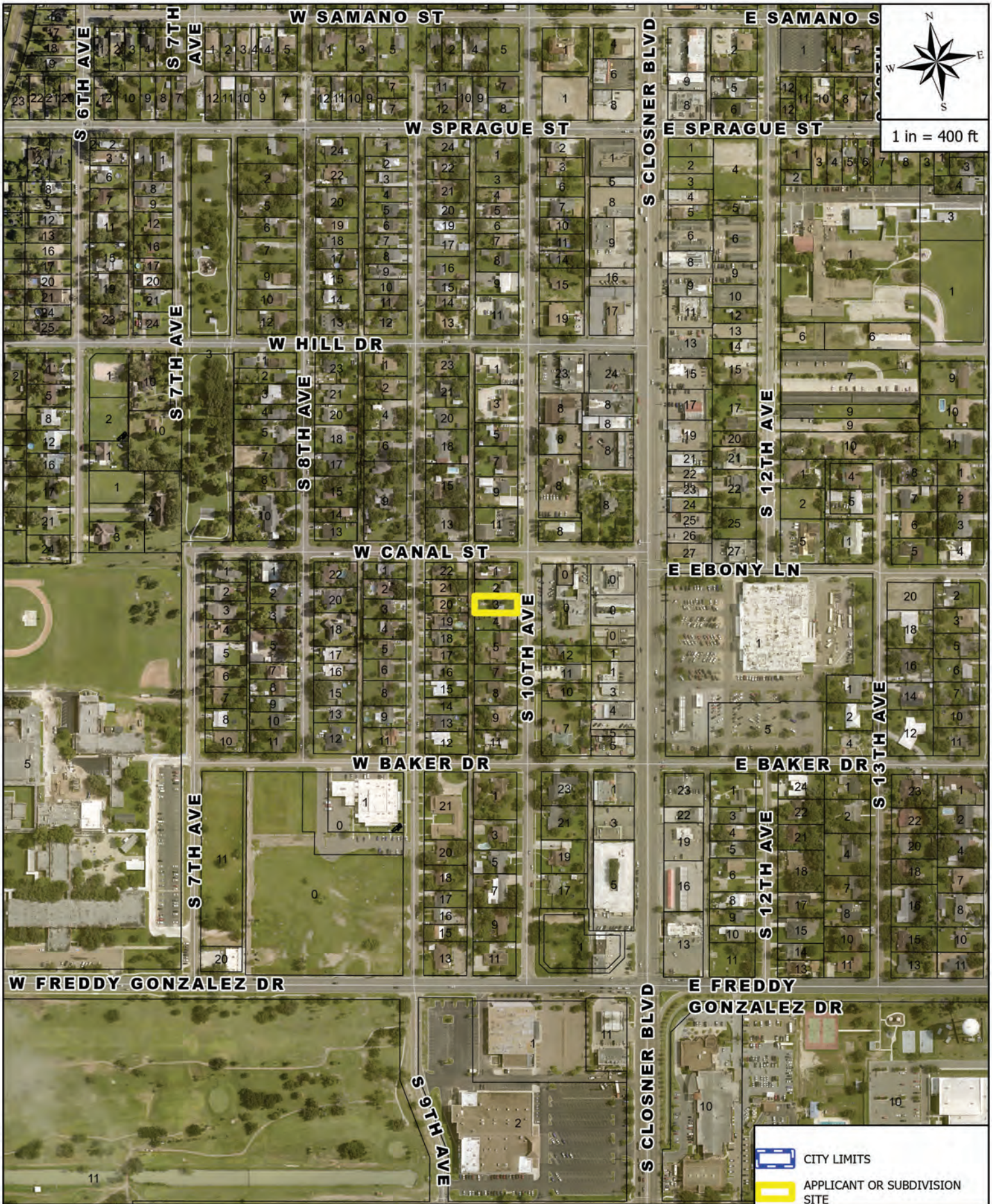
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

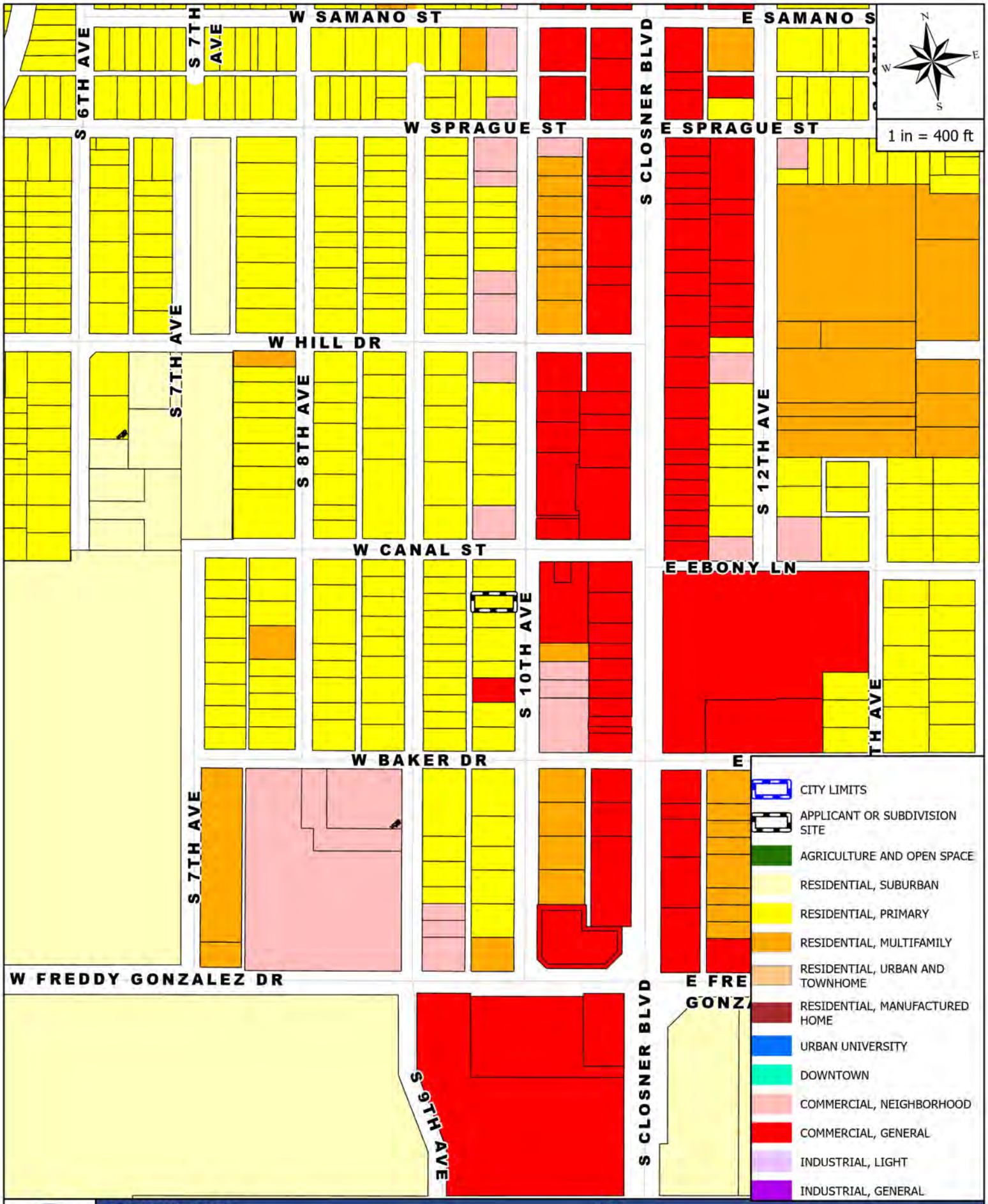
QUINTANILLA HEADLEY & ASSOCIATES - ANDRE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

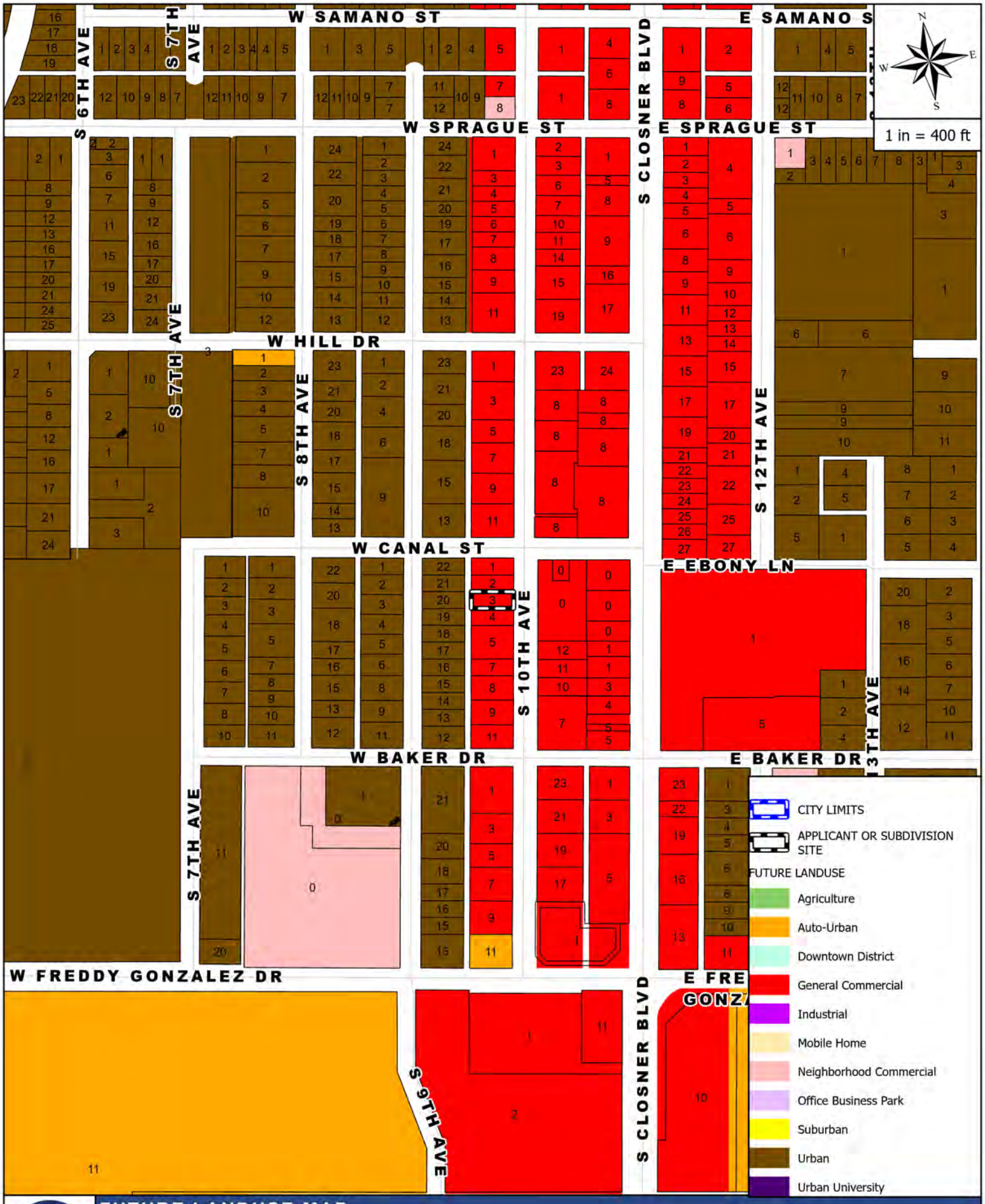
QUINTANILLA HEADLEY & ASSOCIATES - ANDRE MALDONADO



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

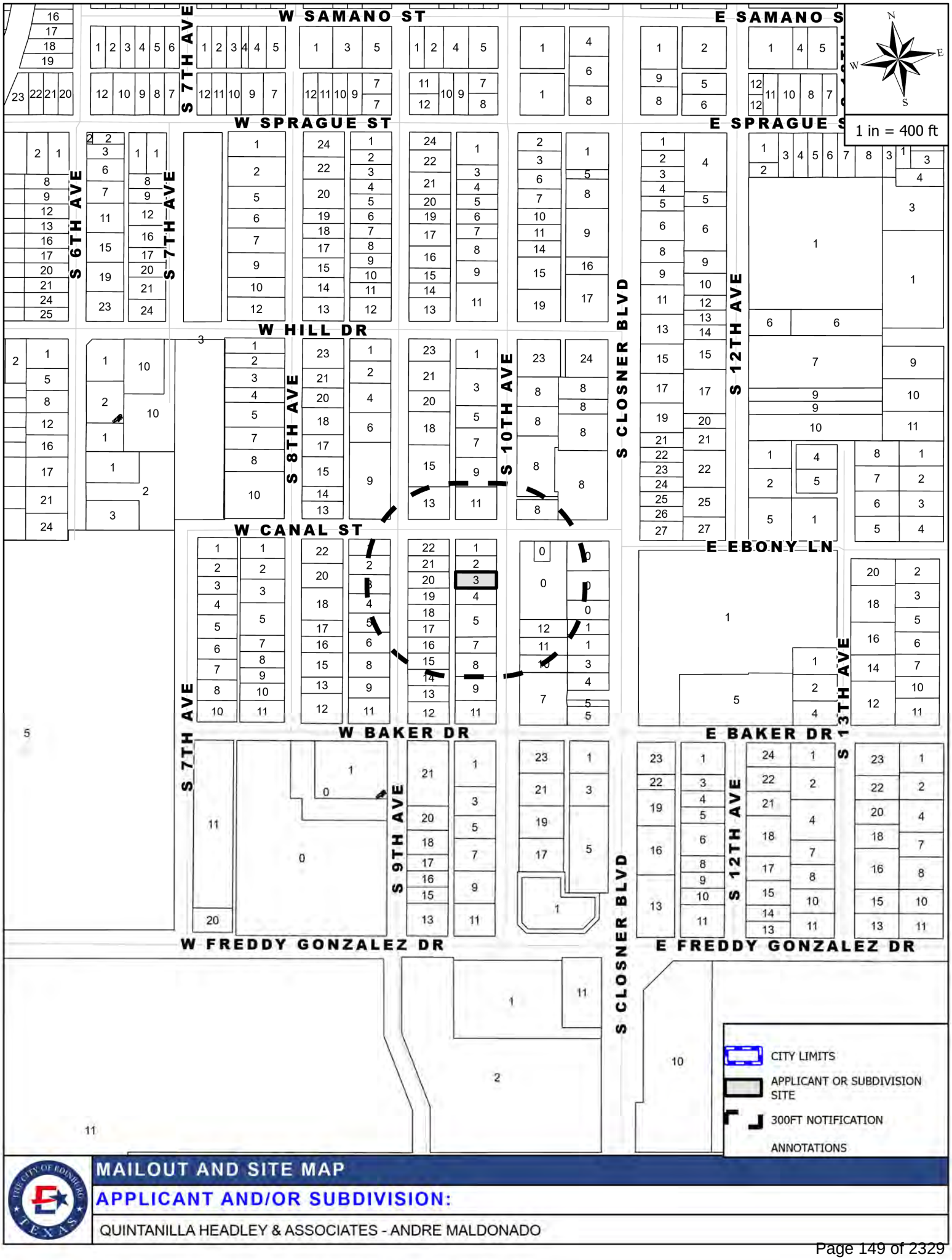
QUINTANILLA HEADLEY & ASSOCIATES - ANDRE MALDONADO



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

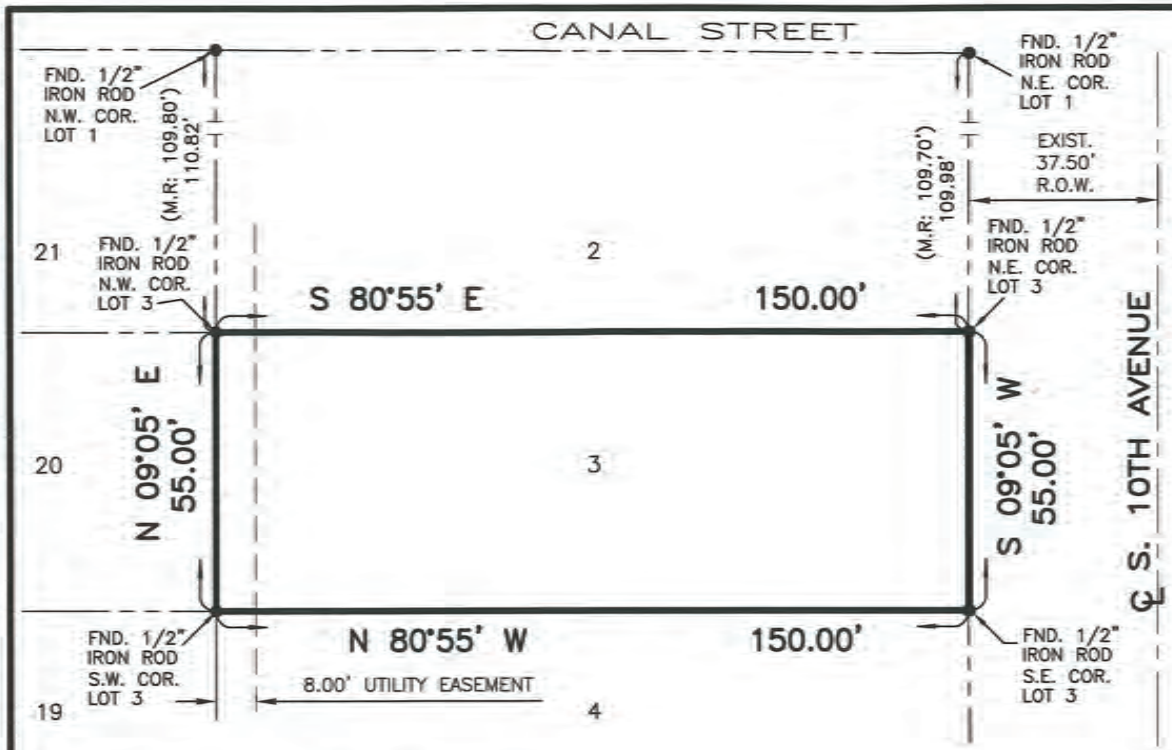
QUINTANILLA HEADLEY & ASSOCIATES - ANDRE MALDONADO



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

QUINTANILLA HEADLEY & ASSOCIATES - ANDRE MALDONADO



PLAT SHOWING

LOT 3, BLOCK 7, COUNTRY CLUB PLACE, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 15–16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3133554, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SCALE 1" = 30'

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480338 0035 E
MAP REVISED: MAY 30, 2002 (LOMR)

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH BURCH SUBDIVISION RECORDED IN VOLUME 14, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS, EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

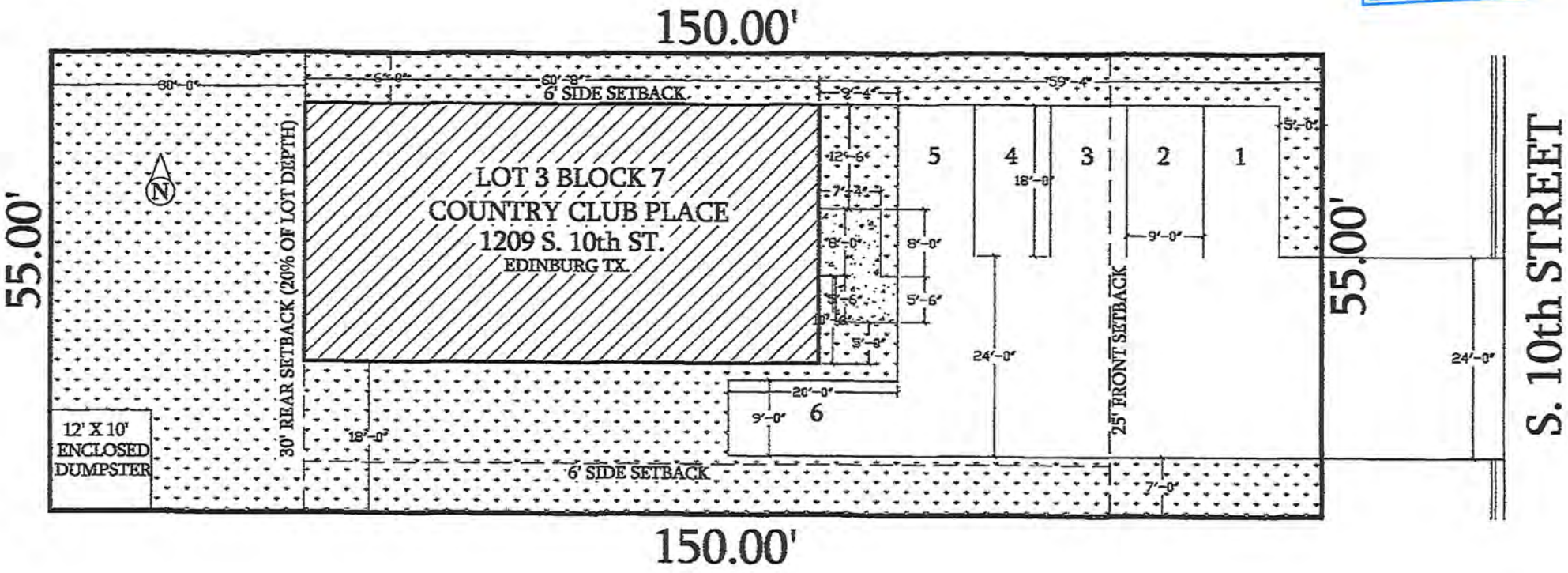


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

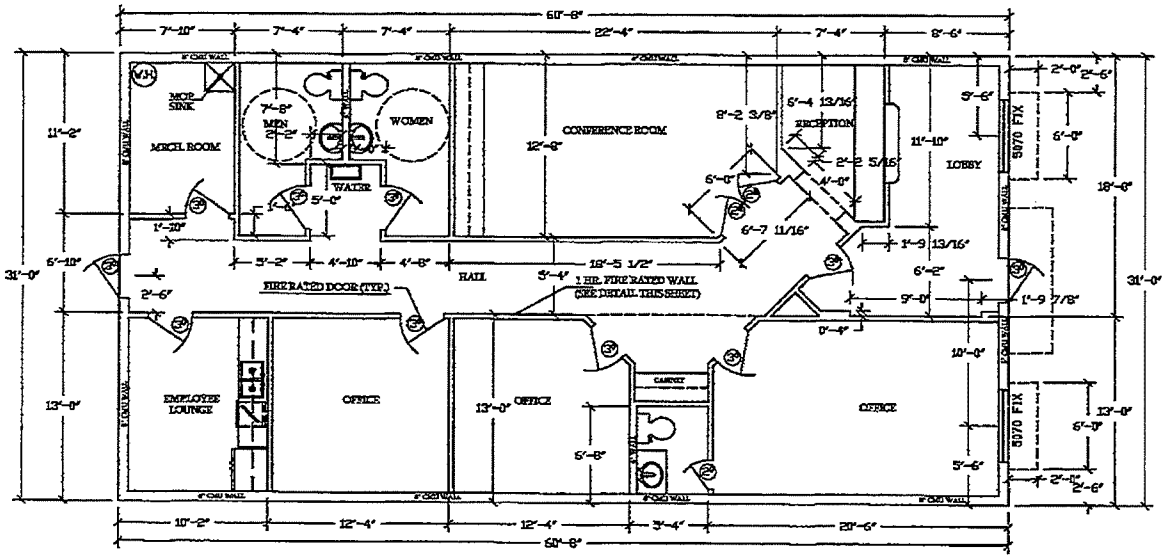
NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

VOL. 5 PAGES 15 & 16
SURVEYED AUGUST 10, 2023
ADDRESS 1209 S. 10TH AVE.
EDINBURG, TEXAS 78539
OWNER
JOB No.
BOOK No. PAGE
F:\DATA\SURVEY\SUR23\COUNTRY CLUB PLACE

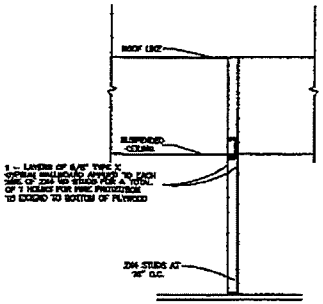
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ALFONSOQ@QHA–ENG.COM
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00



RECEIVED
AUG 11 2023
By



FLOOR PLAN
SCALE 1/8" = 1'-0"



CORRIDOR WALL (WEST)
1 HOUR FIRE WALL
N.T.S.

TOTAL AREA 1,880 SQ.FT

PLANS FOR
ANDRE MALDONADO
1209 S. 10th. AVE.
EDINBURG TEXAS

MAR-BET DRAFTING & DESIGN
McALLEN TEXAS 78504
TEL. (956)905-9591

PAGE NO. 2/7

PLAN NO. 22-2230

Rezoning Request Site Photo

ANDRE MALDONADO

1209 South 10th Avenue



Case # RZNE-2023-0151

THE CITY OF Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Zone Change Application

Date: July 27, 2023

1. Property Owner: Andre Maldonado 2. Phone: 832-718-2540

3. Mailing Address: 6918 Primos Circle

4. City: Edinburg State: Texas Zip: 78542

5. Email Address: Maldonadolaw@yahoo.com 6. Cell No. 832-718-2540

7. Agent: Quintanilla Headley & Associates 8. Agent's Phone: 956-381-6480

9. Agent's Mailing Address: 124 E. Stubbs

10. City: Edinburg State: Texas Zip: 78539

11. Agent's Email: Alfonso@qha-eng.com

12. Address/Location being Rezoned: 1209 S. 10Th ~~Street~~ Ave. Edinburg, Texas 78539

13. Legal Description of Property: 14. Property ID(s): 154479

Lot 3, Blk 7 Country Club Place

15. Zone Change: From: Residential Primary To: Commercial Neighborhood

16. Existing Land Use: Residential vacant lot.

17. Reason for Zone Change: Personal Law Office

RECEIVED
AUG 11 2023
By

Andre Maldonado
(Please Print Name)

Signature

AMOUNT PAID $ 400.00 CK#10871 RECEIPT NUMBER R02172320

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – ~~4:00~~ 5:30 PM: SEP. 12

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: OCT. 3

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

Verified

ZONING CASE
OWNER NOTIFICATION LIST

AEC ENGINEERING
PO BOX 480
EDINBURG, TX 78540-0480

AMADOR ELENO G & ZITA D
217 W CHAMPION ST
EDINBURG, TX 78539-4430

ASAS LTD
505 S CLOSNER BLVD
EDINBURG, TX 78539-4659

AVILA BENJAMIN JR & KATHLEEN
301 W AUSTIN BLVD
EDINBURG, TX 78539-6105

AYALA LINDA E & PEDRO R
1205 S 9TH AVE
EDINBURG, TX 78539-5511

CHAVANA ROBERT
1200 S 10TH AVE
EDINBURG, TX 78539-5516

CHRISTIAN CHURCH WITHOUT WALLS
3202 MEGAN DR
EDINBURG, TX 78539-8155

CHURCH'S FRIED CHICKEN INC
980 HAMMOND DR STE 1100
ATLANTA, GA 30328-8187

CONTRERAS RICARDO
1223 S 10TH AVE
EDINBURG, TX 78539-5515

EDINBURG MEDICAL CENTER
1200 S 10TH AVE
EDINBURG, TX 78539-5598

ESPINOZA MIGUEL A & LUPITA
1862 N TOWER RD
EDINBURG, TX 78542-1770

FLORES OSCAR RENE
208 W CANO ST
EDINBURG, TX 78539-4324

FLORES SIEGRID
1207 S 9TH AVE
EDINBURG, TX 78539-5511

GARCIA JOE JR
1208 S 9TH AVE
EDINBURG, TX 78539

GARZA DORA
6324 E SUNRISE CIR
EDINBURG, TX 78542-6503

GARZA PATRICIO & MA DEL JESUS
1212 S 9TH AVE
EDINBURG, TX 78539-5512

GUEL ELIAS
1201 S 9TH AVE
EDINBURG, TX 78539-5511

GUERRA ESMERALDA NOELIA
1220 S 9TH AVE
EDINBURG, TX 78539-5512

HOLMES KRISTA
1017 S 9TH AVE
EDINBURG, TX 78539-5509

LOS DOS RICKIES LP
1302 S 10TH AVE
EDINBURG, TX 78539-5516

LOZANO MARY G & JESSICA M
1217 S CLOSNER BLVD
EDINBURG, TX 78539-5663

MALDONADO ARNOLD ANDRE
2502 GREGG DRIVE
EDINBURG, TX 78542-0181

ZONING CASE
OWNER NOTIFICATION LIST

MALDONADO JUANA
1209 S 8TH AVE
EDINBURG, TX 78539-5507

MARBURGER-HOLT INC
PO BOX 1198
EDINBURG, TX 78540-1198

MCDONALD LAURIER & JUANTIA
1122 S 9TH AVE
EDINBURG, TX 78539-5510

MENDEZ JOSEFINA & LUPITA M
1201 S 10TH AVE
EDINBURG, TX 78539-5515

PALACIOS NICOLAS
1213 S 10TH AVE
EDINBURG, TX 78539-5515

PENA JOSE R & BLANCA ESTHELA
1301 S 9TH AVE
EDINBURG, TX 78539-5544

ROBINSON KYLE J & JUAN M MUNGUIA
1112 S 9TH AVE
EDINBURG, TX 78539-5510

RODRIGUEZ MARIA GUADALUPE ARTEAGA
1217 S 9TH AVE
EDINBURG, TX 78539-5511

SALINAS TEODORA & ALVARO C SALINAS
1306 S 9TH AVE
EDINBURG, TX 78539-5545

SOTO JESUS ROBERTO JR & LESVIA
ORTEGA-SOTO
1204 SOUTH 9TH
EDINBURG, TX 78539-5512

STARS RESTAURANTS LLC
2941 NW 156TH ST
EDMOND, OK 73013-2101

STEPHENS SUSAN ET AL
PO BOX 172
EDINBURG, TX 78540

TEMPLO BETHEL FAMILY WORSHIP CENTER
420 S 12TH AVE
EDINBURG, TX 78539-4520

TORRES CLARISA
1200 S 9TH AVE
EDINBURG, TX 78539

VALDES RHONDA LEE
1119 SOUTH 9TH AVE
EDINBURG, TX 78539-5509

VILLARREAL ANTHONY DDS
611 PANCHITA ST
WESLACO, TX 78596

VILLARREAL ELVIA LINDA MD
3808 RIO GRANDE CARE RD
EDINBURG, TX 78541-4651

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 3, BLOCK 7, COUNTRY CLUB PLACE SUBDIVISION, LOCATED AT 1209 SOUTH 10TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and the Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 3, Block 7, Country Club Place Subdivision, located at 1209 South 10th Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

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

the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.H.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 50, Villa Del Sol Subdivision, Located at 1212 Starshine Drive, as Requested by Tony Resendez on Behalf of Rubicon Construction Group. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of Starshine Drive, approximately 160 feet west of South Veterans Boulevard in the Villa Del Sol Subdivision. The lot has 60 feet of frontage along Starshine Drive and 140 feet of depth for a lot area of 8,400 square feet. The property is currently vacant and is presently zoned Agriculture and Open Space (AO) District. Adjacent zoning to the north, east, west, and south of the property is Agriculture and Open Space (AO) District, however adjacent land uses consist of single-family residential and commercial. On December 10, 2013, the Villa Del Sol Subdivision was annexed into the city with the Agricultural District designation. The future land use designation for this property is Auto-Urban.

The requested zoning designation is the Residential, Primary District which is the primary residential district, intended to permit single-family residential uses. The applicant is proposing a single-family home at this location.

Staff received a Zone Change Application for the subject property on August 14, 2023. The zone change is being requested in order to build a home on the property. The applicant applied for a building permit for a single-family home on July 26, 2023. To proceed with the proposed project, a rezoning would be required.

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on adjacent land uses. Based on the surrounding land uses and the proposed use of the property, the requested zone designation is appropriate. The proposed use is also consistent with the Future Land Use Plan.

The Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking,

landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 09/12/23
CITY COUNCIL – 10/03/23
DATE PREPARED – 09/06/23

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Rubicon Construction Group

AGENT: Tony Resendez

LEGAL: Lot 50, Villa Del Sol Subdivision

LOCATION: 1212 Starshine Drive

LOT/TRACT SIZE: 8,400 square feet

CURRENT USE: Vacant

PROPOSED USE: Single-family Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: NAWSC Water and City of Edinburg Sewer

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

REZONING REQUEST
TONY RESENDEZ

EVALUATION

The following is staff's evaluation of the request:

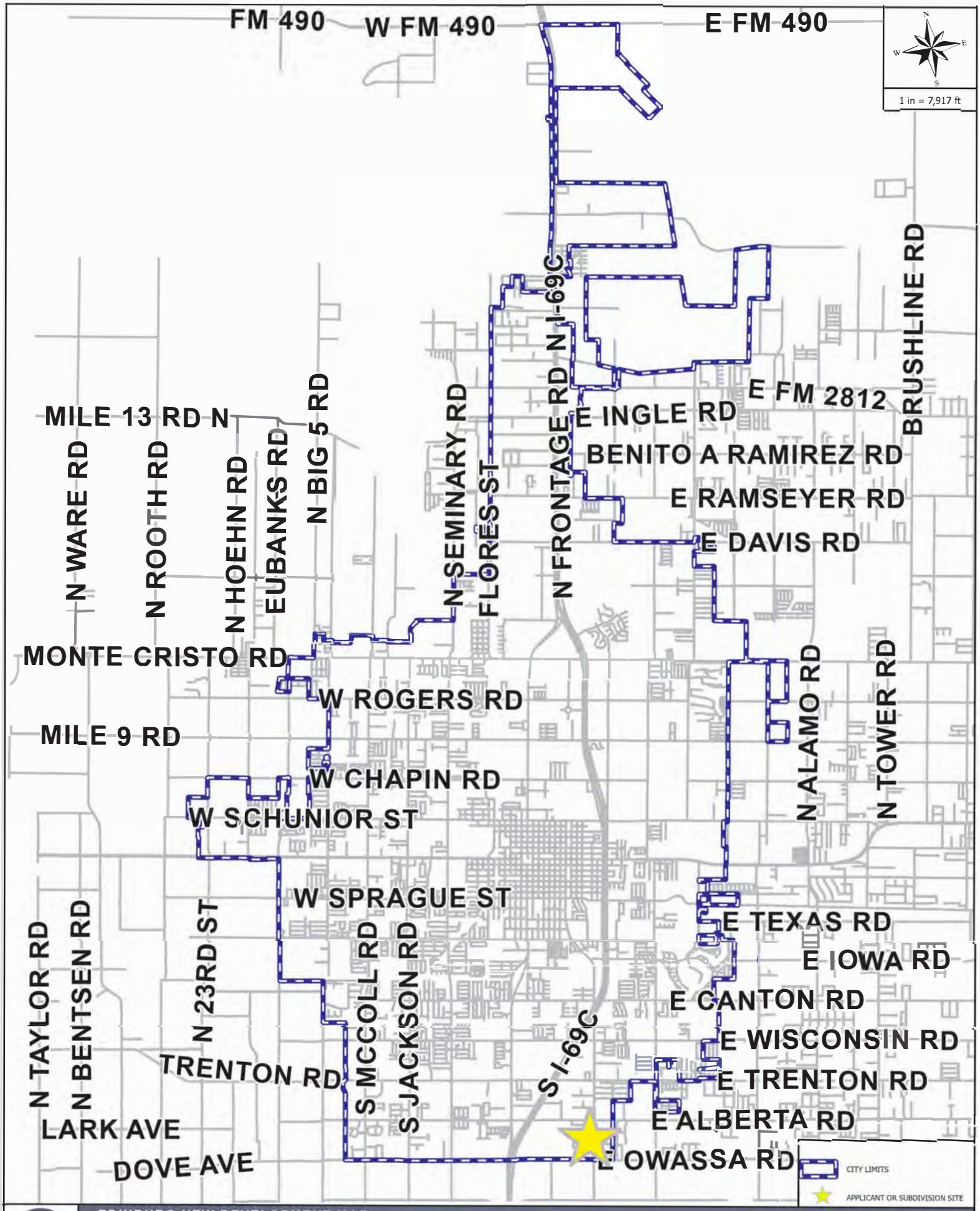
1. As part of the 2013 annexation, the property was zoned Agriculture.
2. The residential uses along Starshine Drive were already established when the area was annexed.
3. The proposed zoning and land use is consistent with the adjacent land uses and character of the neighborhood.
4. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on adjacent land uses. Based on the surrounding land uses and the proposed use of the property, the requested zone designation is appropriate. The existing zoning designation is not appropriate for the property.

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

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

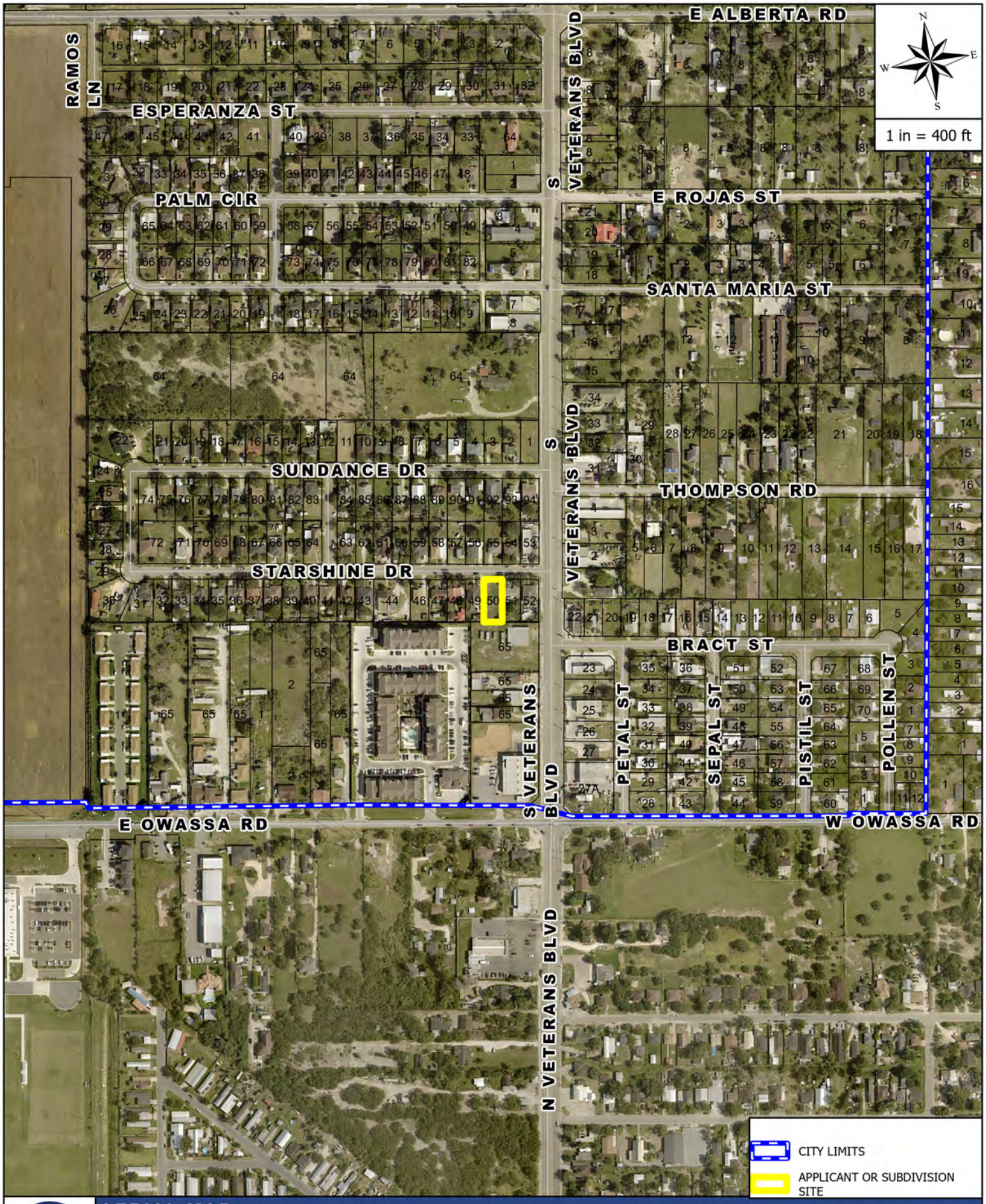
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

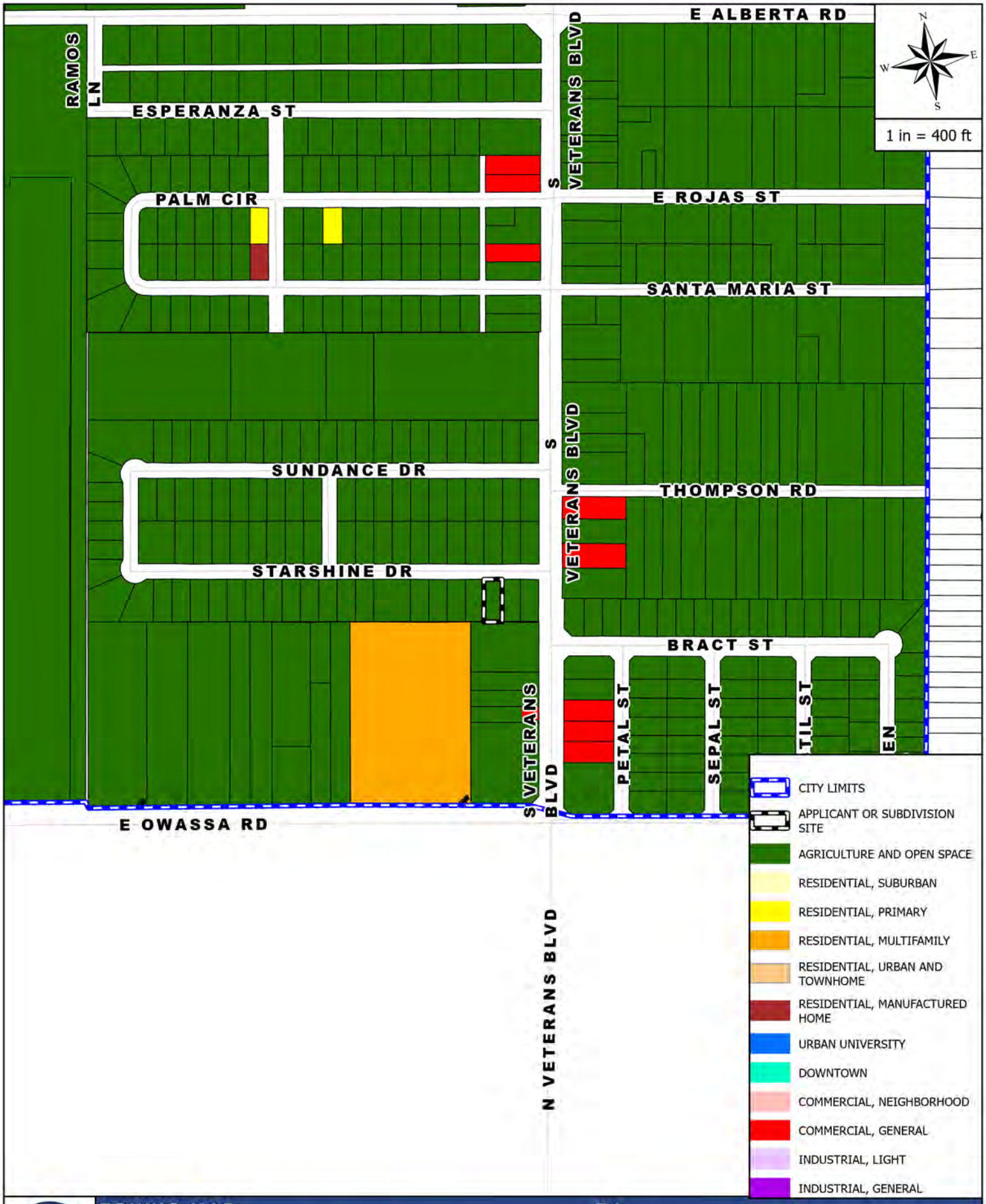
TONY RESENDEZ



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

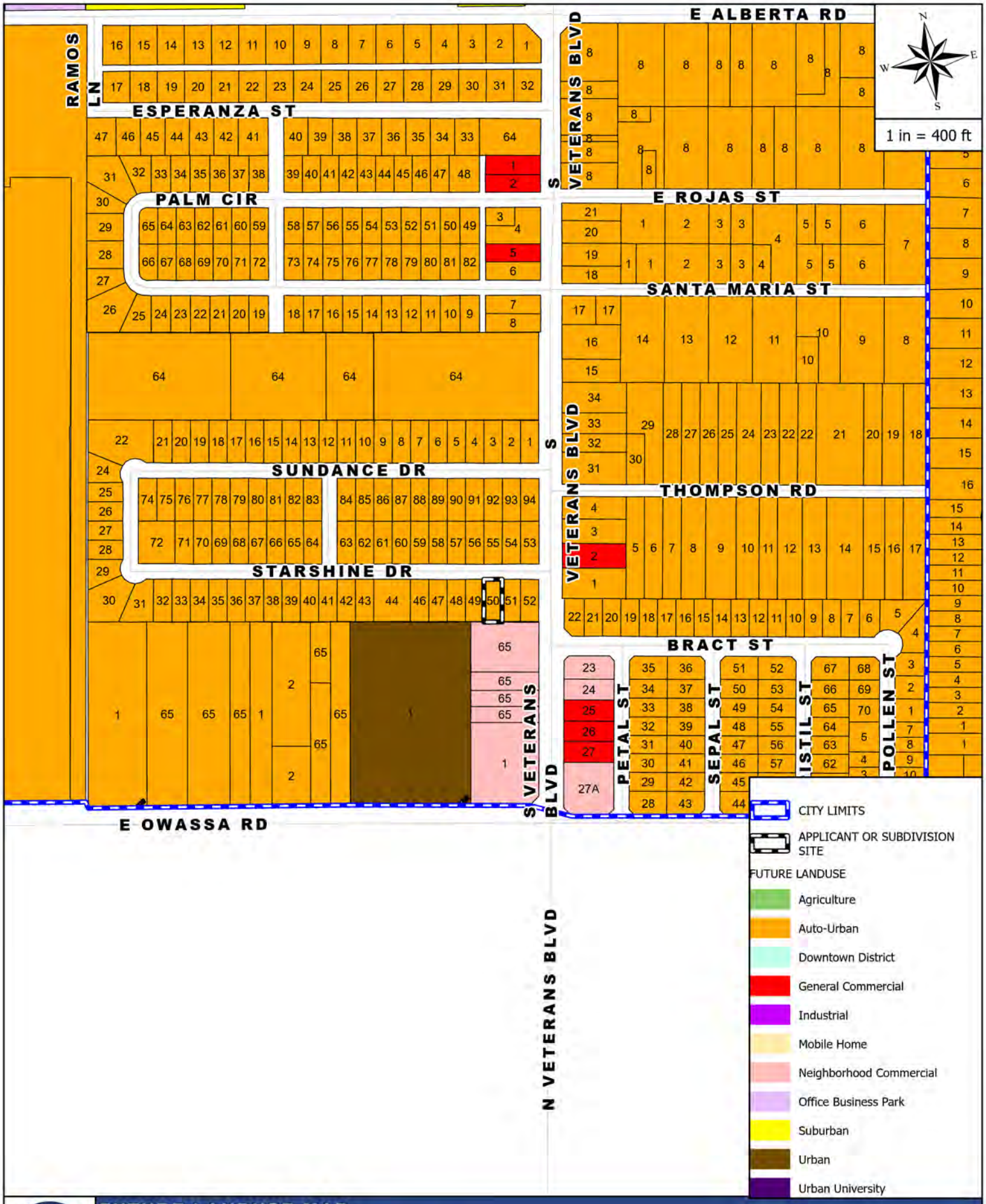
TONY RESENDEZ



ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

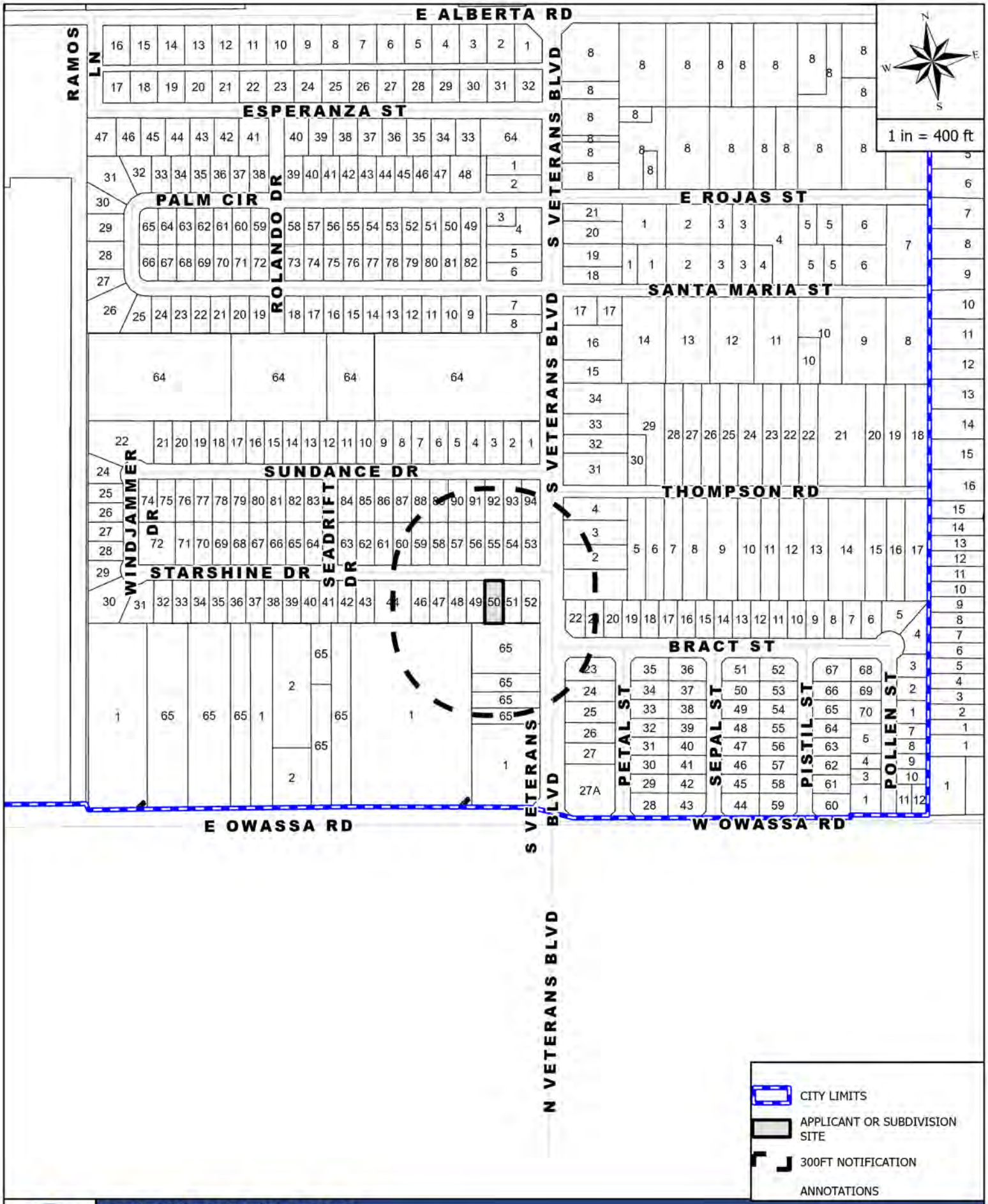
TONY RESENDEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

TONY RESENDEZ



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

TONY RESENDEZ

Rezoning Request Site Photo

TONY RESENDEZ

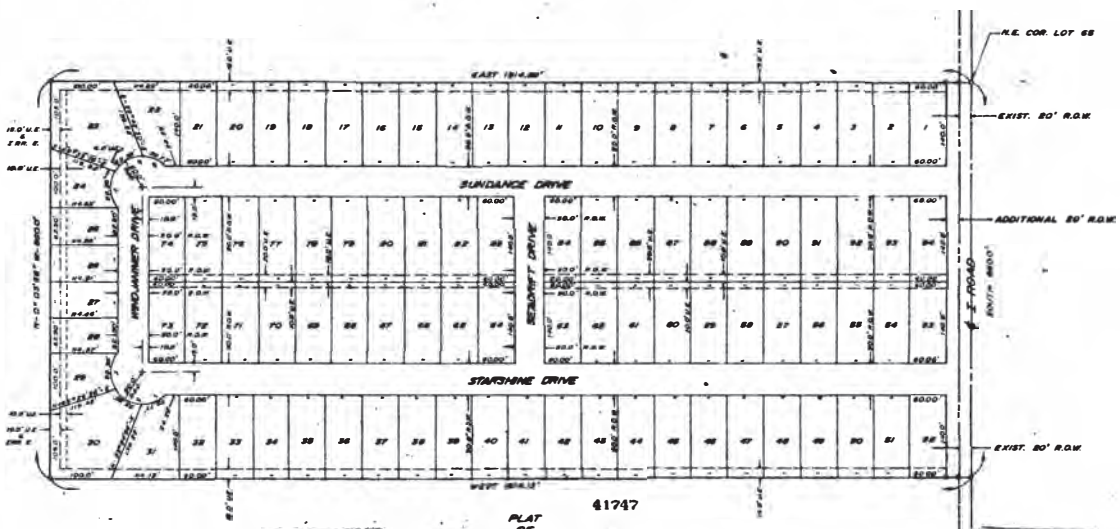
1212 Starshine Drive



VOL. 22 PAGE 193

CURVE — DATA					
CURVE NO.	DELTA	TANGENT	LENGTH	CHORD	RADIUS
C.B.A.	106°26'05"	31.8'	30.77'	26.75'	25'
C.A.D.	89°56'00"	30.96'	35.36'	28.81'	25'
D.A.E.	82°29'55"	30.00'	30.29'	27.87'	25'

SCALE: 1"=100'



41747

Recorded in Book 22 Page 193 of the Map Records of Hidalgo County, Texas
Hudson and Hurst, Inc.
Consulting Surveyors

FILED FOR RECORD THIS 30th
A.D. 1971 at 4:45 o'clock P.M.

PLAT OF VILLA DEL SOL

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

APPROVED FOR RECORDING
by Irma Walker
Date Nov. 30, 1971

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

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

OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, THE ABOVE NAMED OWNER, KNOWN TO ME TO BE THE PERSON WHOM NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF March, 1971.

NOTARY PUBLIC — EXP: 12-1-72

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR #218 IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND.

SAMUEL N. FARR

STATE OF TEXAS
COUNTY OF HIDALGO

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

ATTEST: Bess Faulkner, SECRETARY

Sam E. Hinkle, DIST. NO. 2 PRESIDENT

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

DATE: May 10 1971

CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT APPROVED BY THE HIDALGO COUNTY, CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 12th DAY OF ____, A.D., 19__

CHECKED FOR DRAINAGE
BY: Wal D Barnes

ATTEST: Irma N. Lewis, CITY SECRETARY

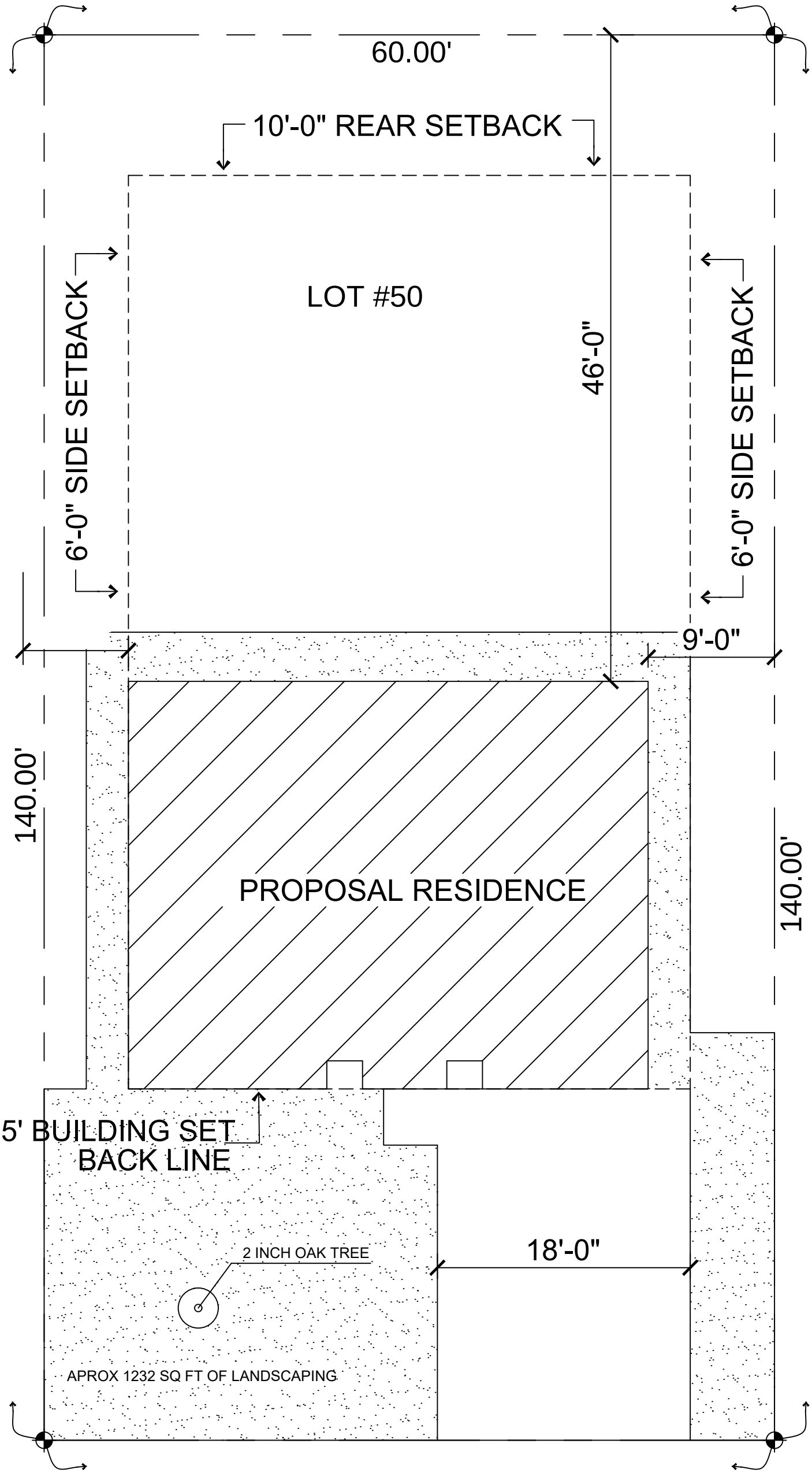
Richard F. Salinas, MAYOR

APPROVED FOR RECORDING BY COMMISSIONERS' COURT
HIDALGO COUNTY, TEXAS

VILLA DEL SOL SUBDIVISION

Phase II ENGINEERING
PHONE (512) 781-9857
P.O. BOX 505 PHARR, TEXAS

DATE
REVISED
SCALE 1"=100'
JOB NO.
CHECKED BY
SHEET NO.



NORTH ARROW

N

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

SHEET C-1

PLAN #0006-17

DATE: 05-03-2023

AREAS

LIVING AREA	1,028.0'
PORCH AREA	34.0'
TOTAL	1,062.00'

RUBICON CONSTRUCTION MODEL HOME
1212 STARSHINE DR EDINBURG, TX
LOT 50 VILLA DEL SOL

A+M DESIGN
ARCHITECT JEAN POGAN
PHONE: (956)703-9268

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0152

Date: **August 11, 2023**

1. Property Owner (required): **Rubicon Construction Group** 2. Phone: **(956) 215-1188**
3. Mailing Address: **PO Box 1336**
4. City: **San Juan** State: **TX** Zip: **78589**
5. Owner's Email: **rubiconcg@yahoo.com** 6. Cell No. **(956) 215-1188**
7. Agent (not owner): **Tony Resendez** 8. Agent's Phone: **(956) 451-3516**
9. Agent's Mailing Address: **PO BOX 1336**
10. City: **San Juan** State: **TX** Zip: **78589**
11. Agent's Email: **oresendez10@yahoo.com**
12. Address/Location being Rezoned: **1212 Starshine Dr**
13. Legal Description of Property: **VILLA DEL SOL LOT 50** 14. Property ID(s): **314689**
15. Zone Change: From: **AO - Agriculture/Open Space** To: **RP - Residential, Primary**
16. Existing Land Use: **vacant residential**
17. Reason for Zone Change: **PER PLANNING Dept**

TONY RESENDEZ
(Please Print Name)

Signature

RECEIVED
AUG 14 2023
By

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

CASE#

Zone Change Application Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	_____	_____
2.	Application Fee $400 (FEE IS NON-REFUNDABLE)	_____	_____
3.	Survey*	_____	_____
4.	Metes & Bounds Description*	_____	_____
5.	Warranty Deed	_____	_____
6.	Preliminary Site Plan/Sketch	_____	_____
7.	Authorization Letter from Owner (If not owner)	_____	_____
8.	Special Use Permit (if applicable)	_____	_____

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: Sept. 12. 2023

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Oct. 3rd. 2023

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

ZONING CASE
OWNER NOTIFICATION LIST

VASQUEZ J DORLORES
1216 E PROSPERIDA DR
PHARR, TX 78577-7758

VASQUEZ ALBERTO GUEVARA & RAUL ANGEL PLATA TORICES
1216 PROSPERIDAD
PHARR, TX 78577-7758

CHAPA HERMEREJILDO JR & OLIVIA C
1405 BRACT ST LOT 21
EDINBURG, TX 78542-8351

CASTELLANOS JOSE DE JESUS
1040 KESTREL DR
EDINBURG, TX 78542-0421

LOPEZ BONIFACIO & ROSA E
1112 STARSHINE DR
EDINBURG, TX 78542-6677

VILLARREAL ELISEO & NORMA I
2832 REDWOOD
MCALLEN, TX 78501-6417

ALFARO KIMBERLY & FRANCISCO JAVIER
1209 STARSHINE ST
EDINBURG, TX 78539

GONZALEZ WILBERTH RAYMUNDO
1208 E SUNDANCE DR
EDINBURG, TX 78542-8364

GONZALEZ MARIA C
1214 SUNDANCE DR
EDINBURG, TX 78542-8364

SOLIS ROSENDO & HERLINDA
901 SUNDANCE DR
EDINBURG, TX 78542-8309

QUINTANILLA LIBRADO & MARIA E GONZALEZ
1124 STARSHINE DR
EDINBURG, TX 78542-6677

GARZA MARIA CIPRIANA
1123 STARSHINE DR
EDINBURG, TX 78542-6677

SEGOVIA MELINDA VILLANUEVA
7507 PUFFIN ST
EDINBURG, TX 78542

TIJERINA LEONARDO & MARIA N
1120 STARSHINE DR
EDINBURG, TX 78542-6677

OZUNA ANTONIO & CELSA
1204 STARSHINE DR
EDINBURG, TX 78542-8799

SALINAS MANUEL & BLANCA
1115 STARSHINE DR
EDINBURG, TX 78542-6677

DE DAVILA DOMINGA C
1118 SUNDANCE DR
EDINBURG, TX 78542-8310

HERNANDEZ IVAN & CORINA G
1218 SUNDANCE DR
EDINBURG, TX 78542-8364

REYES MARISOL
31401 N FM 681
EDINBURG, TX 78541-0308

RAMIREZ JESUS & FRANCISCA
810 E MARION ST
PHARR, TX 78577-5008

RUIZ DANIEL P
1208 STARSHINE DR
EDINBURG, TX 78542-8799

RUBICON CONSTRUCTION GROUP LLC
PO BOX 1336

ZONING CASE
OWNER NOTIFICATION LIST

SAN JUAN, TX 78589-1336

GARCIA LUIS R
1216 STARSHINE DR
EDINBURG, TX 78542-8799

VAZQUEZ ANA LUISA BECERRA VIDAL
1107 SERENIDAD DR
PHARR, TX 78577

LOPEZ NATALIA
1119 STARSHINE
EDINBURG, TX 78542-6677

GARCIA YOLANDA R
1122 SUNDANCE DR
EDINBURG, TX 78542-8310

,

BETANCOURT VALENTE & MA DEL SOCORRO
1219 STARSHINE DR
EDINBURG, TX 78542-8799 ,

RODRIGUEZ GOMEZINDO SR
5522 SOUTH VETERAN'S BLVD
EDINBURG, TX 78542-6939 ,

RODRIGUEZ GUMECINDO
5522 S VETERANS BLVD
EDINBURG, TX 78542-6939 ,

TOVAR JOEL
2000 LOMA VISTA DR
SAN JUAN, TX 78589-3369 ,

NAVAK LLC
3329 TIERRA ANGEL DR
EL PASO, TX 79938 ,

AJIBADE ABRAHAM
4920 OXFORD ST
EDINBURG, TX 78539 ,

REYES VICTOR M & MARIA M
5609 S I RD
EDINBURG, TX 78542

REYES VICTOR M & MAGDALENA M
5611 S VETERANS BLVD
EDINBURG, TX 78542-6852

BENAVIDEZ EDUARDO D
4809 AZTECA BLVD
SAN JUAN, TX 78589-4992

MDS HOUSING OWASSA LTD
8311 ROCKWOOD LANE
AUSTIN, TX 78757-7640

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 50, VILLA DEL SOL SUBDIVISION, LOCATED AT 1212 STARSHINE DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 50, Villa Del Sol Subdivision, located at 1212 Starshine Drive, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

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

Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
PUBLIC HEARINGS-SPECIAL ITEMS
Agenda Item No: 6.I.

1. **Agenda Item:**
Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 27.590 Acres Out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision, Located at 901 East Chapin Road, as Requested by Mario A. Reyna, P.E. on Behalf of ROTU Investments, LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the north side of East Chapin Road and is west of the frontage road along North I-69C. The lot has 416.08 ft. of frontage along East Chapin Road and approximately 1,321.11 ft. of depth on the west side and 1,345.67 ft. on the east side of the property for a total lot area of 27.590 gross acres. The requested zoning designation allows for industrial uses on the subject property. The applicant is requesting the change of zone to construct a battery storage facility.

The property is currently zoned Agriculture and Open Space (AO) District. Adjacent zoning is Agriculture and Open Space (AO) District to the west and a portion to the north, Industrial, General (IG) District to the south and a portion to the north, and Commercial, General (CG) District to the east. The property is currently vacant and wraps around an electrical substation to the south. Adjacent land uses are industrial, commercial, and vacant land. The future land use designation is for Office Business Park Uses at this location.

Staff received a Zone Change Application for the subject property on August 14, 2023. Rezoning is required to accommodate the proposed development.

Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District based on existing zoning and similar use to the south and north. Uses allowed in the Industrial, General (IG) District should not present a conflict at this location. The proposed zoning is not in keeping with the Future Land Use Plan. Based on the surrounding land uses of industrial businesses the proposed use of the property is within character with the surrounding uses.

The Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

If approved, the applicant will need to comply with all requirements during the permitting process

including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachment
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/12/2023
CITY COUNCIL – 10/03/2023
DATE PREPARED – 9/06/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District

APPLICANT: ROTU Investments, LLC.

AGENT: Mario A. Reyna, P.E.

LEGAL: 27.590 acres out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 901 East Chapin Road

LOT/TRACT SIZE: 27.590 acres

CURRENT USE: Vacant

PROPOSED USE: Battery Storage Facility

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO) District and Industrial, General (IG) District
South – Industrial, General (IG) District
East – Commercial, General (CG) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Office Business Park Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District.

REZONING REQUEST
ROTU INVESTMENTS, LLC.

EVALUATION

The following is staff's evaluation of the request:

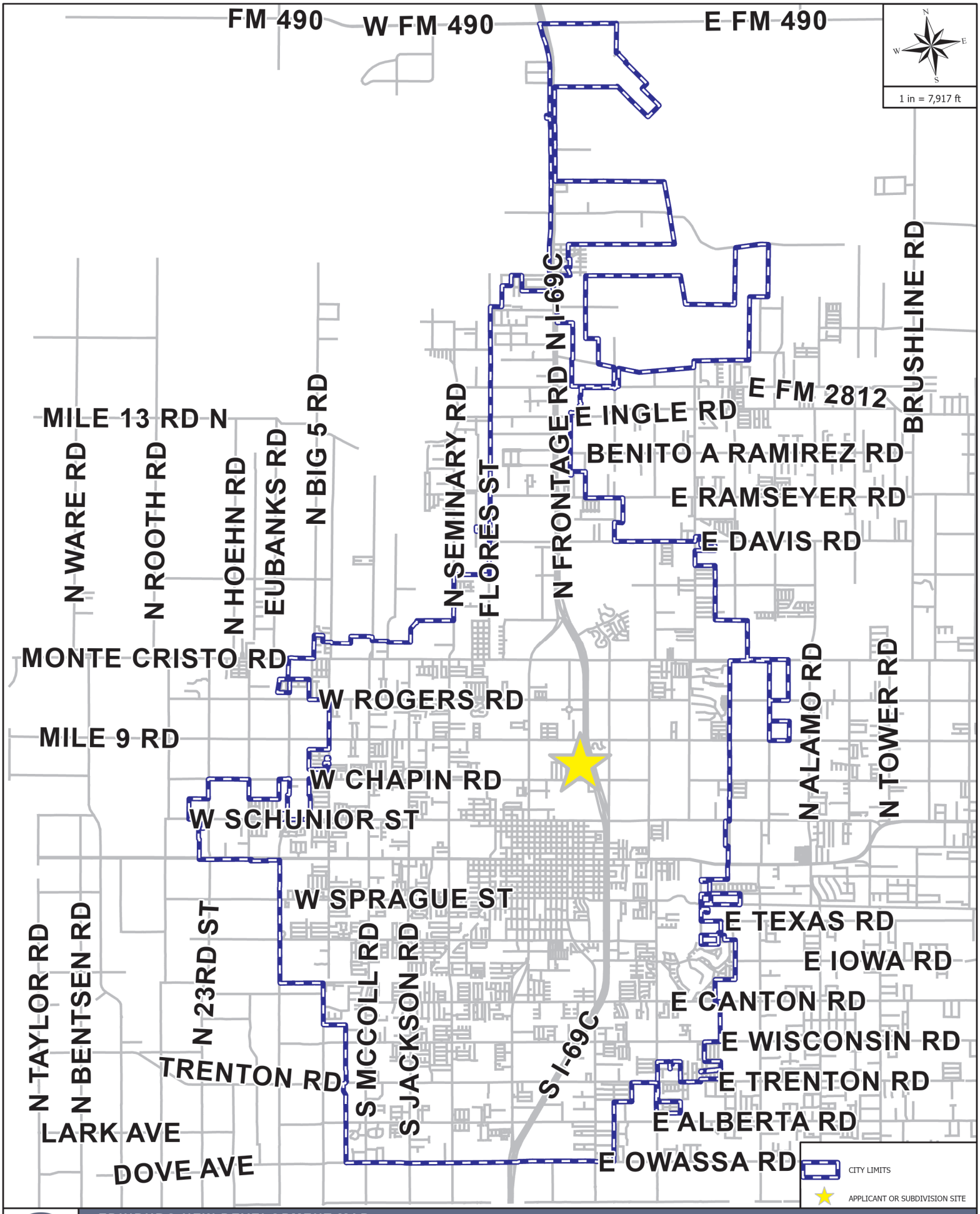
1. The Agriculture and Open Space (AG) District designation is not appropriate for this location.
2. Industrial uses exist to the north and south of this property.
3. There is an electric substation in between the subject property.
4. The applicant is requesting the change of zone to construct a battery storage facility.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District based on surrounding land uses. The requested zoning is consistent with the existing development on the south side of this street.

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

Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, September 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 13, 2023.

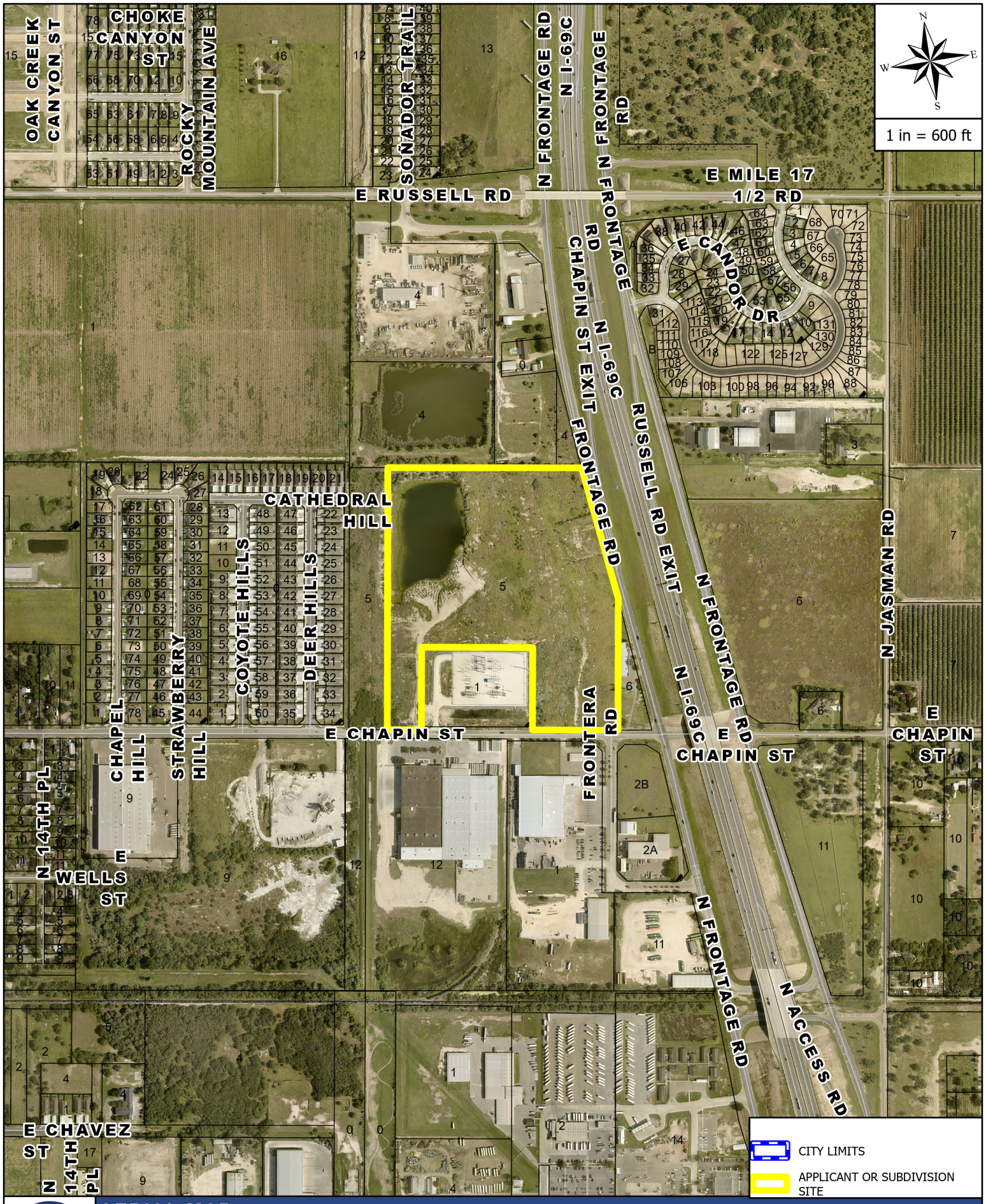
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

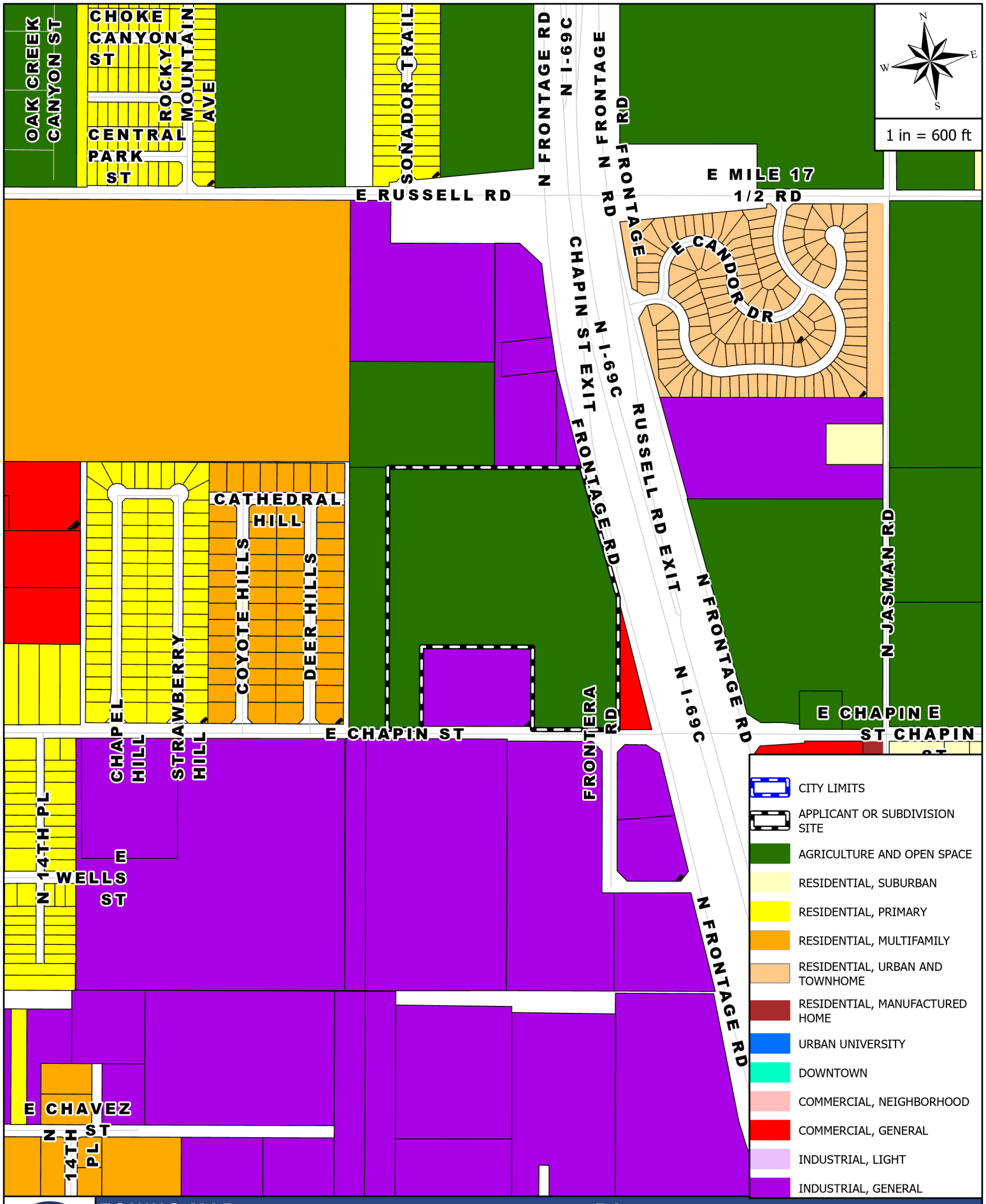
MARIO A REYNA - ROTU INVESTMENTS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

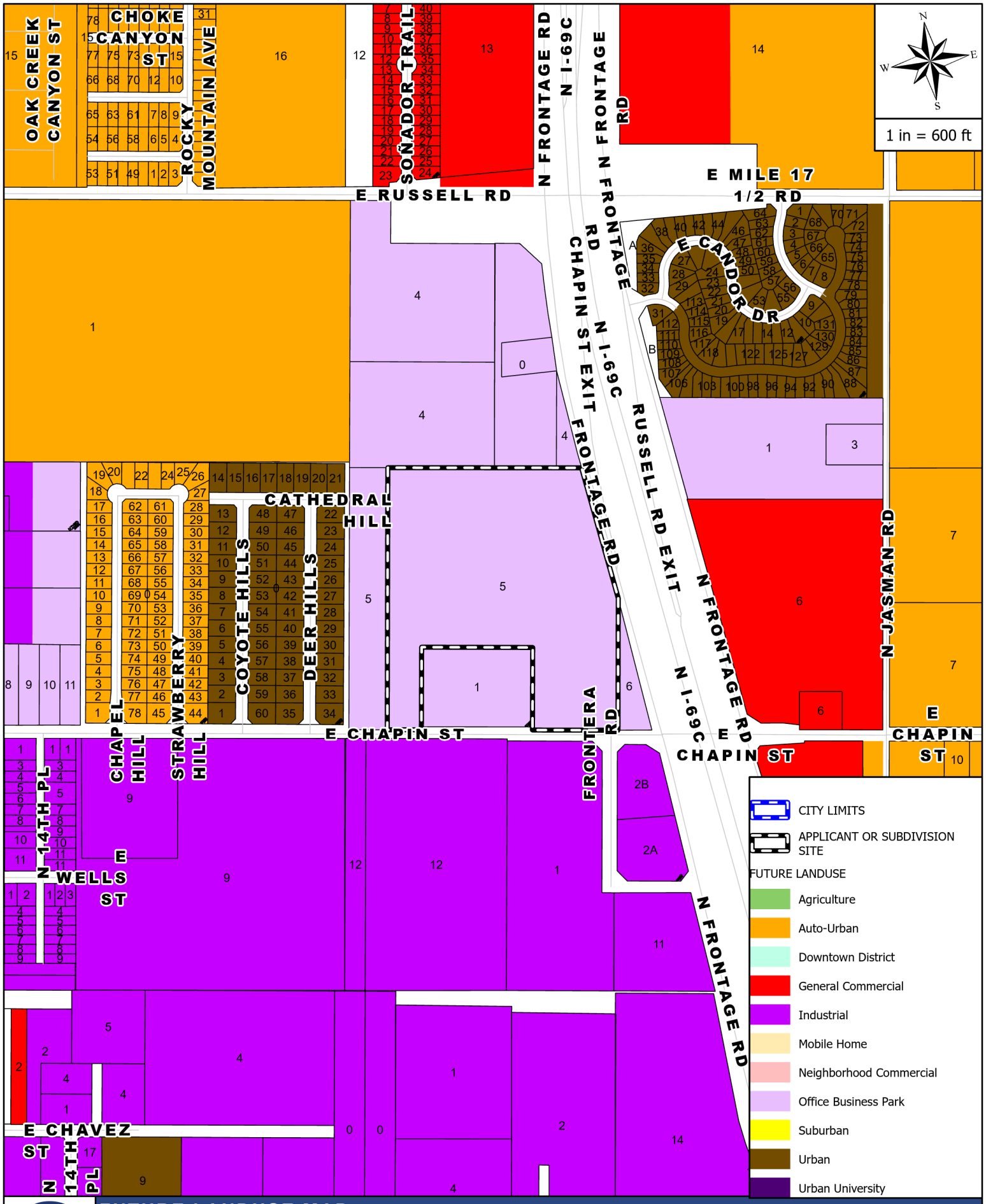
MARIO A REYNA - ROTU INVESTMENTS



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

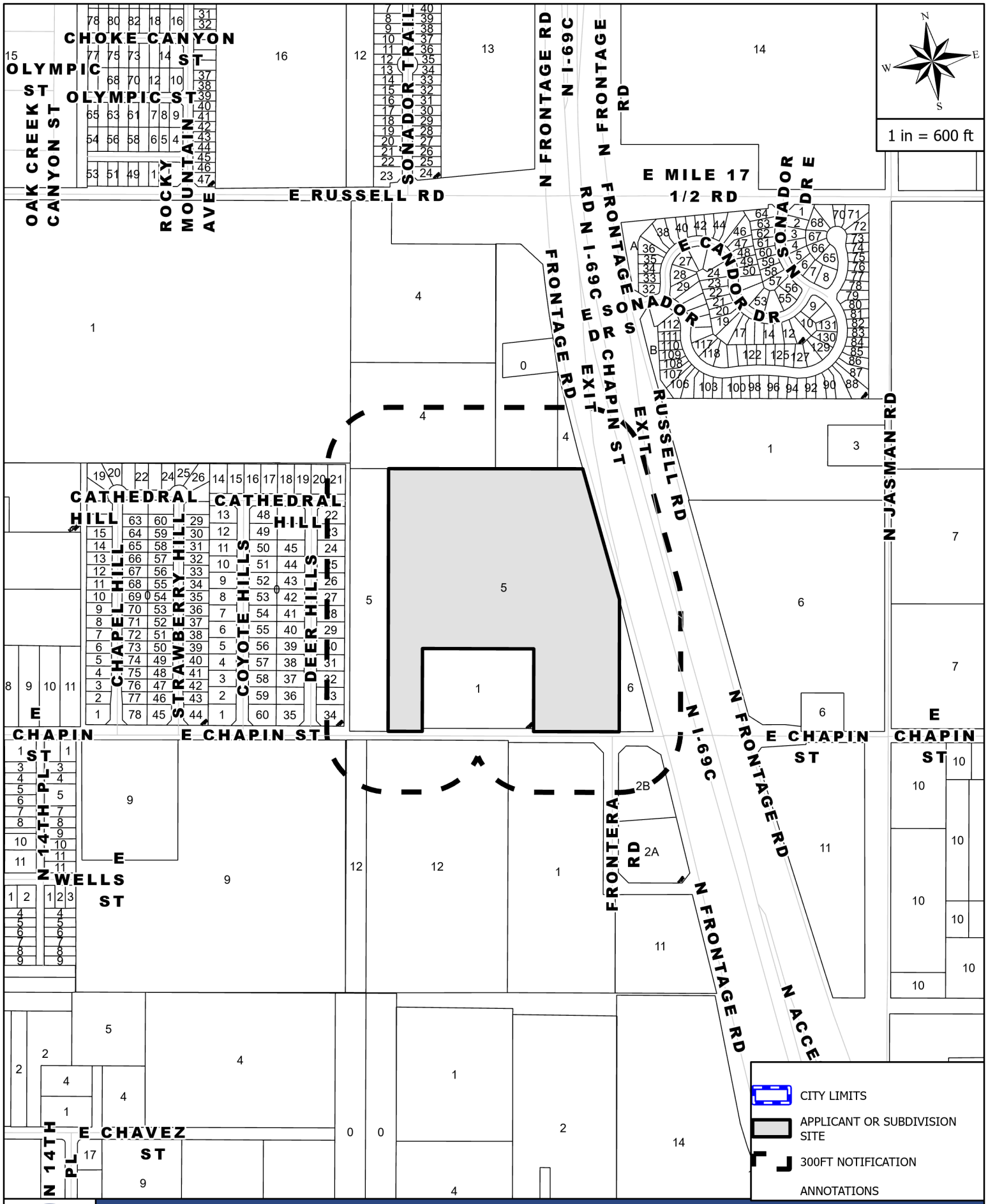
MARIO A REYNA - ROTU INVESTMENTS



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

MARIO A REYNA - ROTU INVESTMENTS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

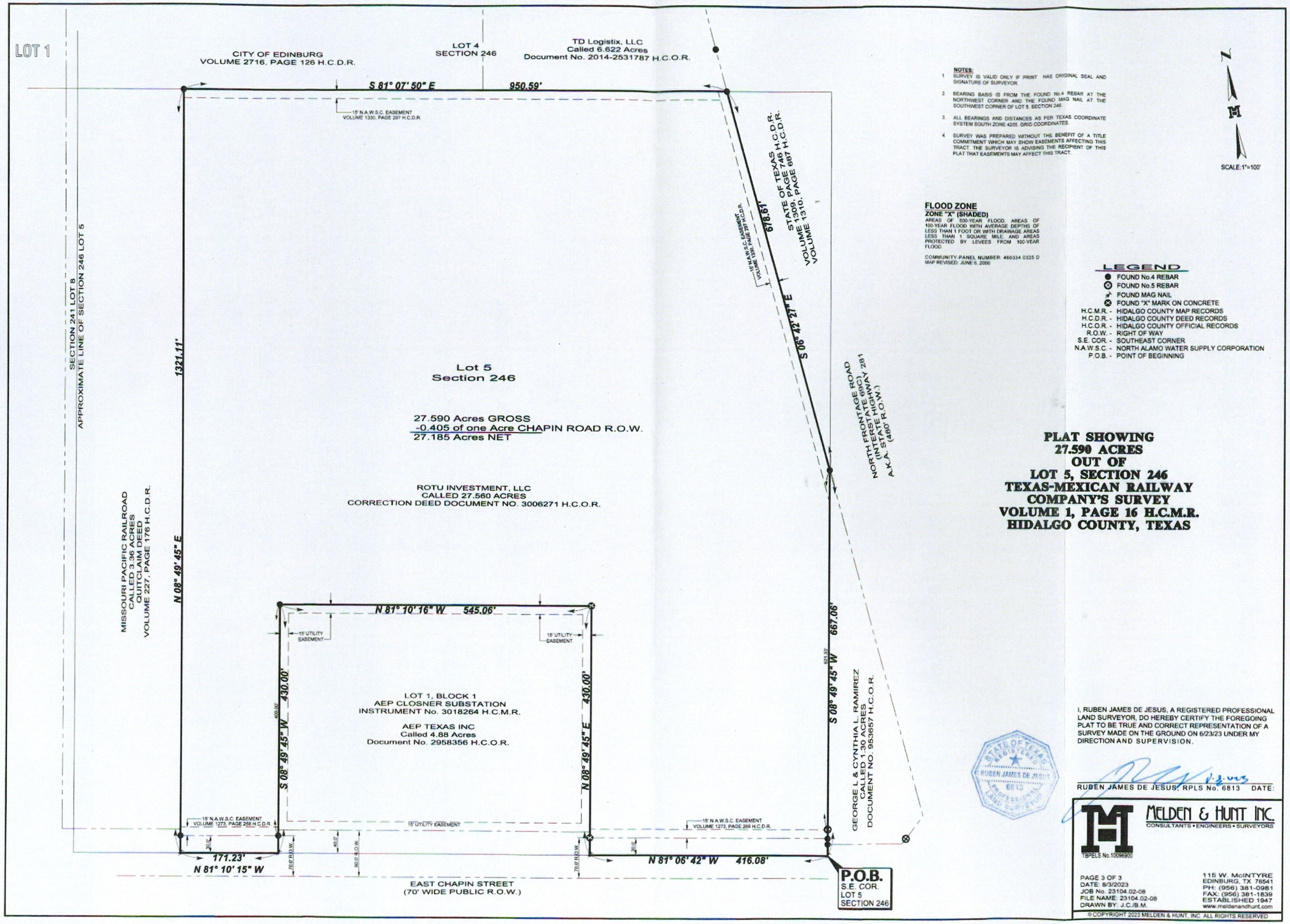
MARIO A REYNA - ROTU INVESTMENTS

Rezoning Request Site Photo

Mario A. Reyna, P.E. on behalf of ROTU Investments, LLC.

901 East Chapin Road





NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR
2. BEARING BASIS IS FROM THE FOUND No.4 REBAR AT THE NORTHWEST CORNER AND THE FOUND MAG NAIL AT THE SOUTHWEST CORNER OF LOT 5, SECTION 246.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

N

SCALE:1"=100'

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000

LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND MAG NAIL
- FOUND "X" MARK ON CONCRETE

H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
R.O.W. - RIGHT OF WAY
S.E. COR. - SOUTHEAST CORNER
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
P.O.B. - POINT OF BEGINNING

PLAT SHOWING 27.590 ACRES OUT OF LOT 5, SECTION 246 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 1, PAGE 16 H.C.M.R. HIDALGO COUNTY, TEXAS

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 6/23/23 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS REGISTERED RUBEN JAMES DE JESUS 6813 PROFESSIONAL LAND SURVEYOR

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE: 8-3-2023

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

PAGE 3 OF 3
DATE: 8/3/2023
JOB No. 23104.02-08
FILE NAME: 23104.02-08
DRAWN BY: J.C./B.M.

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

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0153

Date: July 10, 2023

1. Property Owner (required): Rotu Investments, LLC 2. Phone: (956) 381-0981
3. Mailing Address: P.O. Box 4230
4. City: McAllen State: TX Zip: 78502
5. Owner's Email: c/o mario@meldenandhunt.com 6. Cell No. _____
7. Agent (not owner): Mario A. Reyna, P.E. 8. Agent's Phone: (956) 381-0981
9. Agent's Mailing Address: 115 W. McIntyre Street
10. City: Edinburg State: TX Zip: 78541
11. Agent's Email: mario@meldenandhunt.com/lydia@meldenandhunt.com
12. Address/Location being Rezoned: N/A
13. Legal Description of Property: 14. Property ID(s): 295927

27.560 acres out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey

15. Zone Change: From: AO - Agriculture/Open Space To: IG - Industrial, General
16. Existing Land Use: Open
17. Reason for Zone Change: Proposed Battery Storage Facility

RECEIVED
AUG 14 2023
By _____

Robert Tudor
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 8/14/23

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**



ZONING CASE
OWNER NOTIFICATION LIST

CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

MAGIC VALLEY CONCRETE
3609 W PALMA VISTA DR
PALMVIEW, TX 78572-1861

RAMIREZ GEORGE L & CYNTHIA L
3703 N GWIN RD
EDINBURG, TX 78542-7449

TD LOGISTIX LLC
2302 N CLOSER BLVD
EDINBURG, TX 78541

TD LOGISTIX LLC
2302 N CLOSER BLVD
EDINBURG, TX 78541

LATITUDE INVESTMENT GROUP LLC
7701 BROADWAY
SAN ANTONIO, TX 78209

MISSOURI PACIFIC RAILROAD
1400 DOUGLAS ST
OMAHA, NE 68179-0002

LIPMAN-TEXAS LLC
315 E NEW MARKET RD
IMMOKALEE, FL 34142-3509

FRONTERA IMPORTS LLC
1321 FRONTERA RD
EDINBURG, TX 78541-2585

LEWIS KENNETH L
PO BOX 3127
MCALLEN, TX 78502-3127

MURALI SARADHA
12137 LAZIO LN
FRISCO, TX 75035-2217

TEAFF ROBERT F TRUSTEE RUBINCHIK
TRUST A &
7979 INVANHOE AVE STE 200
LA JOLLA, CA 92038

DUGGAN JOANNA
1016 CAMINO LA COSTA
AUSTIN, TX 78752

DRONAVALLI SRIDHAR & SARADA
12165 LAZIO LN
FRISCO, TX 75035

DRONAVALLI SANJAY
1925 W RIVER RD APT 11306
TUCSON, AZ 85704

SAGE LAURIE D & JAMES P KELLER TRSTS
KELLER SAGE TRUST
3038 LLOYD ST
SAN DIEGO, CA 92117-6032

WELKER TEXAS LLC
2020 CAMINO DEL RIO NO 500
SAN DIEGO, CA 92108-1541

BRIONES FRANCISCO JAVIER MENCHACA
3009 SABERCAT AVE APT 2
EDINBURG, TX 78542-3138

D'PRIME LLC
2601 SAN DIEGO
MISSION, TX 78572-7186

D'PRIME LLC
2601 SAN DIEGO
MISSION, TX 78572-7186

D'PRIME LLC
2601 SAN DIEGO
MISSION, TX 78572-7186

D'PRIME LLC
2601 SAN DIEGO

ZONING CASE
OWNER NOTIFICATION LIST

MISSION, TX 78572-7186

D'PRIME LLC
2601 SAN DIEGO
MISSION, TX 78572-7186

YU HANG & YIKUN GAO
10240 CAMINITO SURABAYA
SAN DIEGO, CA 92131-1633

YU HANG & YIKUN GAO
10240 CAMINITO SURABAYA
SAN DIEGO, CA 92131-1633

HILLS AT CHAPIN II HOMEOWNERS
ASSOCIATION INC
620 S 12TH STREET
MCALLEN, TX 78501-4928

ROTU INVESTMENTS LLC
PO BOX 4230
MCALLEN, TX 78502-4230

AEP TEXAS INC
1 RIVERSIDE PLAZA
COLUMBUS, OH 43215-2355

MISSOURI PACIFIC RAILROAD
1400 DOUGLAS ST
OMAHA, NE 68179-0002

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 27.590 ACRES OUT OF LOT 5, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 901 EAST CHAPIN ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Industrial, General (IG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 27.590 acres out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision, located at 901 East Chapin Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Industrial, General (IG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on September 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on October 3, 2023 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE # ANNX-2023-0012

To the Mayor and City Council:

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

Being 8.350 Acres out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivison

Volume 1, Page 16, Hidalgo County Map Records

Please view the attached survey and metes & bounds

Sandra E. Acevedo
Owner's Name (Print)

Owner (Signature)

August 29, 2023
Date

STATE OF TEXAS
COUNTY OF HIDALGO

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

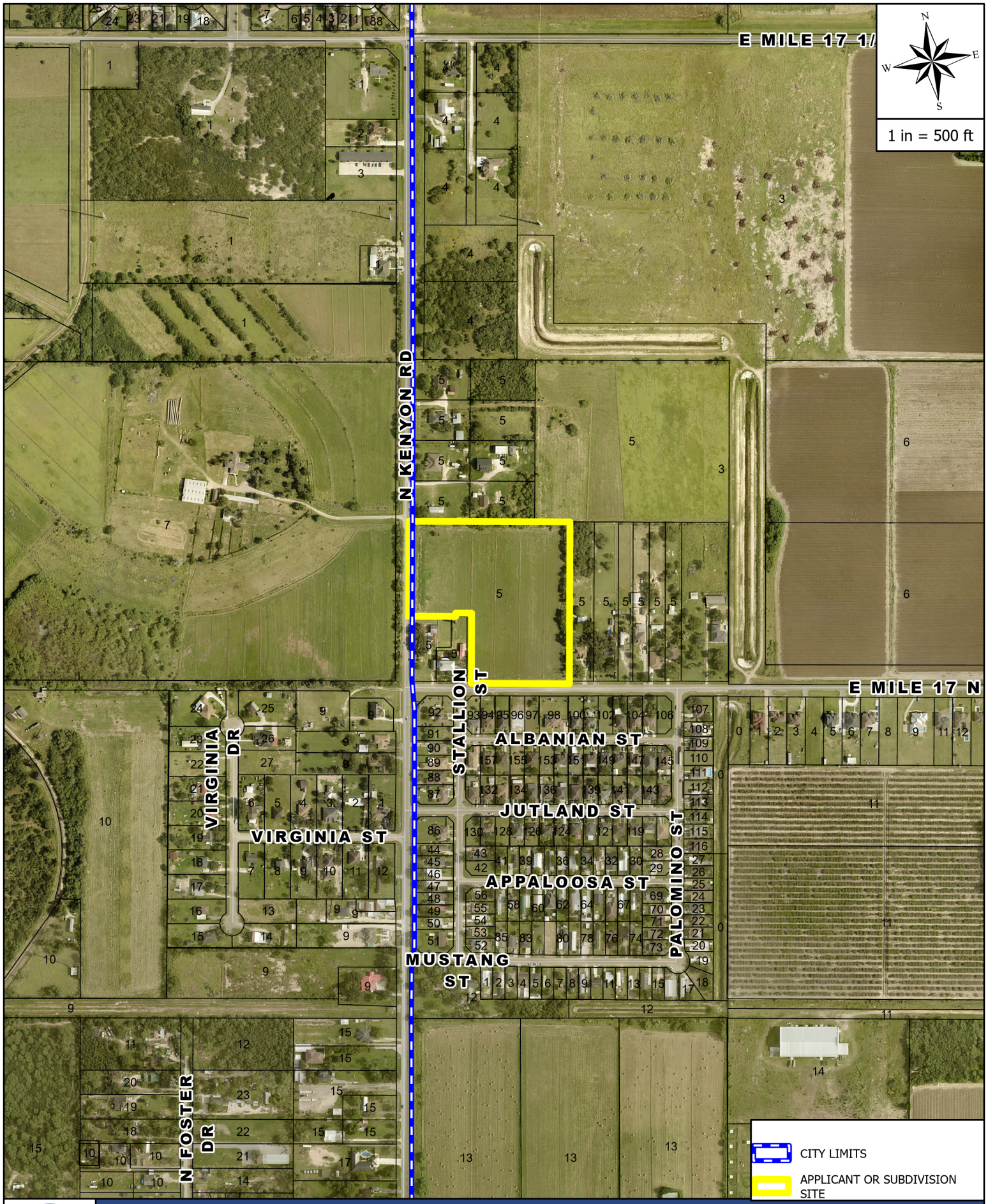
My name is Sandra E. Acevedo, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the **29** day of **August**, 20 **23**.

Notary Public in and for the State of Texas

WENDY B. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 07/01/2025
Notary ID 13057688-4



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

SEA SUBDIVISION ANNEXATION



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

SEA SUBDIVISION ANNEXATION

May 18, 2022

METES AND BOUNDS DESCRIPTION
8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY HIDALGO COUNTY, TEXAS

A tract of land containing 8.350 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 1, Page 16, Hidalgo County Map Records, said 8.350 acres were conveyed to Sandra Elizabeth Acevedo, by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3174333, Hidalgo County Official Records, said 8.350 acres also being more particularly described as follows;

COMMENCING at the Southwest corner of said Lot 5, Section 250;

THENCE, S 81° 04' 56" E along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 260.00 feet to a Nail set for the Southwest corner and POINT OF BEGINNING of this herein described land;

1. THENCE, N 08° 55' 04" E at a distance of 20.00 feet pass a No. 4 rebar found on the existing North right-of-way line of Mile 17 North Road, continuing a total distance of 286.58 feet to an inside corner of this tract, from which a No. 4 rebar found bears S 40° 48' 02" E a distance of 0.18 feet;

2. THENCE, N 81° 04' 56" W a distance of 65.05 feet to an inside corner of this tract;

3. THENCE, S 10° 06' 24" W at a distance of 0.18 feet pass a No. 4 rebar found in line, continuing a total distance of 13.58 feet to a No. 4 rebar found [Northing:16638400.547, Easting:1108942.028] for an outside corner of this tract;

4. THENCE, N 81° 04' 56" W at a distance of 174.67 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 194.67 feet to a Nail set on the West line of said Lot 5, Section 250, for an outside corner of this tract, from which a Nail found bears S 10° 06' 24" W a distance of 0.17 feet;

5. THENCE, N 08° 55' 04" E along the West line of said Lot 5, Section 250 and within the existing right-of-way of Kenyon Road, a distance of 387.00 feet to a Nail set for the Northwest corner of this tract, from which a PK Nail found bears S 02° 52' 53" E a distance of 0.63 feet;

6. THENCE, S 81° 04' 56" E at a distance of 20.00 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 660.00 feet to a No. 4 rebar found for the Northeast corner of this tract;

7. THENCE, S 08° 55' 04" W at a distance of 640.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Mile 17 North Road, from which a No. 4 rebar found bears S 81° 04' 56" E a distance of 0.31 feet, continuing a total distance of 660.00 feet to a Nail set on the South line of said Lot 5, Section 250, for the Southeast corner of this tract;

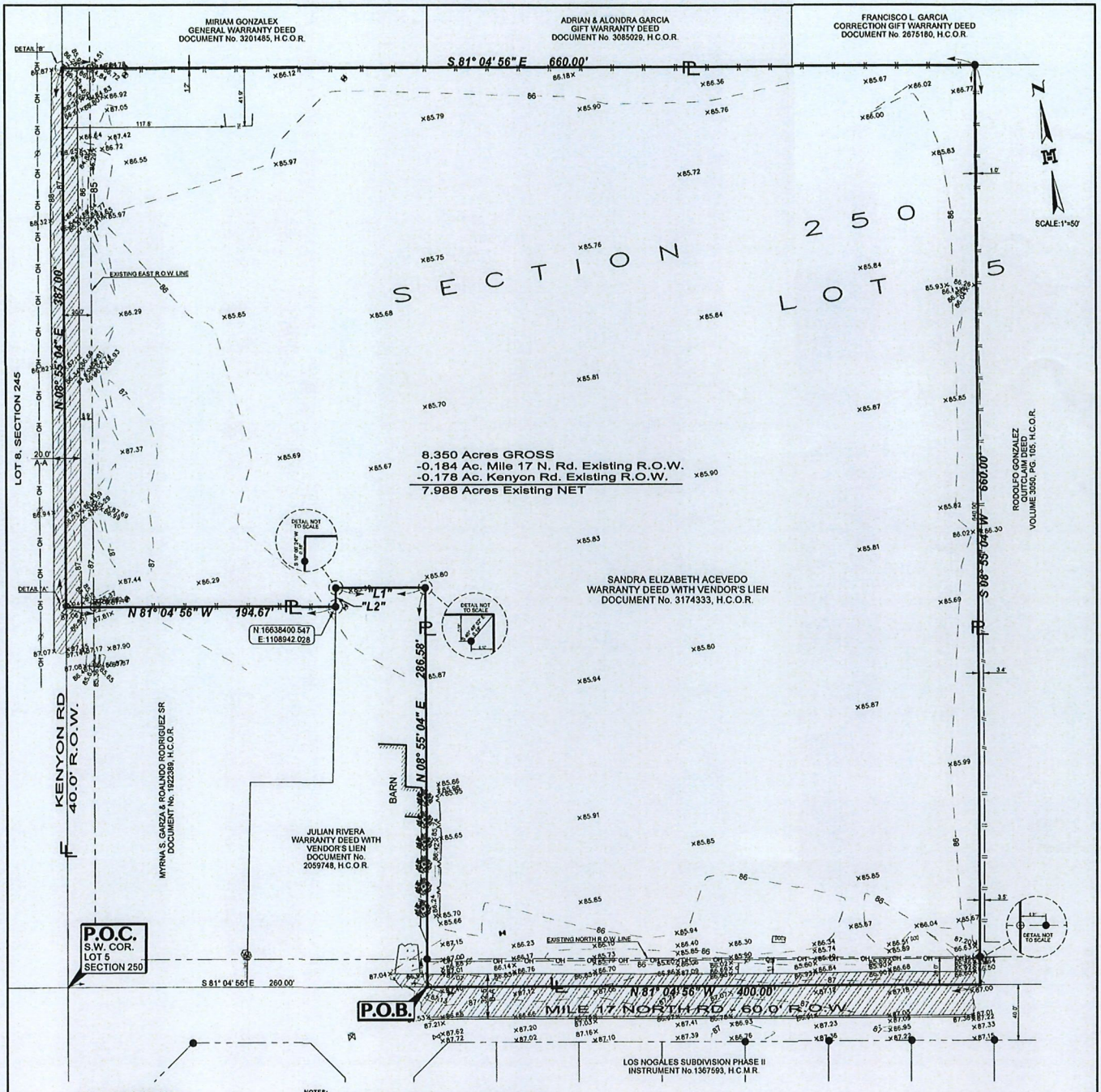
8. THENCE, N 81° 04' 56" W along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 400.00 feet to the POINT OF BEGINNING and containing 8.350 acres, of which 0.184 of one acre lies within the existing right-of-way of Mile 17 North Road and 0.178 of one acre lies within the existing right-of-way of Kenyon Road, leaving an existing net of 7.988 acres of land, more or less.

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION AND SUPERVISION.

RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE: 5 FEB 2023

STATE OF TEXAS REGISTERED RUBEN JAMES DE JESUS 6813 PROFESSIONAL LAND SURVEYOR

Z:\Surveys\2021\21206.02\Metes & Bounds\8.350ac.docx



LEGEND

- FOUND No 4 REBAR
- FOUND PK NAIL
- FOUND NAIL
- SET No 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- POWER POLE
- SINGLE POST SIGN
- WATER METER
- FLUSH VALVE
- WATER VALVE
- PASTURE VALVE
- IRRIGATION VALVE
- FENCE POST
- 15" PVC
- OH — OH — OVERHEAD POWER LINE
- EDGE OF SWALE
- BLOCK FENCE
- HOG WIRE FENCE
- WOOD FENCE
- SPOTTED WATER LINE [APPROXIMATE LOCATION]
- ASPHALT AREA
- CONCRETE AREA
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- B-A - BACK OF CURB TO EDGE OF ASPHALT
- R.O.W - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR. - SOUTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- Ac. - OF ONE ACRE
- LOT LINE
- PROPERTY LINE
- OAK TREE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND (NORTHING 16638400.547, EASTING 1108942.028) ON THE OUTSIDE CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205 GRID COORDINATES
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT
5. HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CLAIMS A 100' FOOT EASEMENT SOUTH OF SUBJECT TRACT. NO RECORDED EASEMENT WAS FOUND ON PERTAINING DOCUMENT No. 2851111 HIDALGO COUNTY OFFICIAL RECORDS
6. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
7. NO BUILDING SETBACKS SHOWN ON THE RECORDED MAP. FOR FUTURE CONSTRUCTION, CONTACT PLANNING DEPARTMENT OF HIDALGO COUNTY
8. MILE 17 NORTH IS SHOWN AS AN EXPANSION MINOR ARTERIAL 100' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE
9. KENYON ROAD IS SHOWN AS AN EXISTING COLLECTOR 80' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE

Line Table		
Line #	Direction	Length
"L1"	N 81° 04' 56" W	65.05'
"L2"	S 10° 05' 24" W	13.58'

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000

PLAT SHOWING
8.350 ACRES OUT OF LOT 5, SECTION 250 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 1, PAGE 16, H.C.M.R. HIDALGO COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
RUBEN JAMES DE JESUS
6813
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE: 8.4.2022

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

BOOK: T-1160, PG.6
DATE: 05/18/2022
JOB No. 21206.08
FILE NAME: 21206
DRAWN BY: Y.B.

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May 18, 2022

METES AND BOUNDS DESCRIPTION
8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY HIDALGO COUNTY, TEXAS

A tract of land containing 8.350 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 1, Page 16, Hidalgo County Map Records, said 8.350 acres were conveyed to Sandra Elizabeth Acevedo, by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3174333, Hidalgo County Official Records, said 8.350 acres also being more particularly described as follows;

COMMENCING at the Southwest corner of said Lot 5, Section 250;

THENCE, S 81° 04' 56" E along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 260.00 feet to a Nail set for the Southwest corner and POINT OF BEGINNING of this herein described land;

1. THENCE, N 08° 55' 04" E at a distance of 20.00 feet pass a No. 4 rebar found on the existing North right-of-way line of Mile 17 North Road, continuing a total distance of 286.58 feet to an inside corner of this tract, from which a No. 4 rebar found bears S 40° 48' 02" E a distance of 0.18 feet;

2. THENCE, N 81° 04' 56" W a distance of 65.05 feet to an inside corner of this tract;

3. THENCE, S 10° 06' 24" W at a distance of 0.18 feet pass a No. 4 rebar found in line, continuing a total distance of 13.58 feet to a No. 4 rebar found [Northing:16638400.547, Easting:1108942.028] for an outside corner of this tract;

4. THENCE, N 81° 04' 56" W at a distance of 174.67 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 194.67 feet to a Nail set on the West line of said Lot 5, Section 250, for an outside corner of this tract, from which a Nail found bears S 10° 06' 24" W a distance of 0.17 feet;

5. THENCE, N 08° 55' 04" E along the West line of said Lot 5, Section 250 and within the existing right-of-way of Kenyon Road, a distance of 387.00 feet to a Nail set for the Northwest corner of this tract, from which a PK Nail found bears S 02° 52' 53" E a distance of 0.63 feet;

6. THENCE, S 81° 04' 56" E at a distance of 20.00 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 660.00 feet to a No. 4 rebar found for the Northeast corner of this tract;

7. THENCE, S 08° 55' 04" W at a distance of 640.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Mile 17 North Road, from which a No. 4 rebar found bears S 81° 04' 56" E a distance of 0.31 feet, continuing a total distance of 660.00 feet to a Nail set on the South line of said Lot 5, Section 250, for the Southeast corner of this tract;

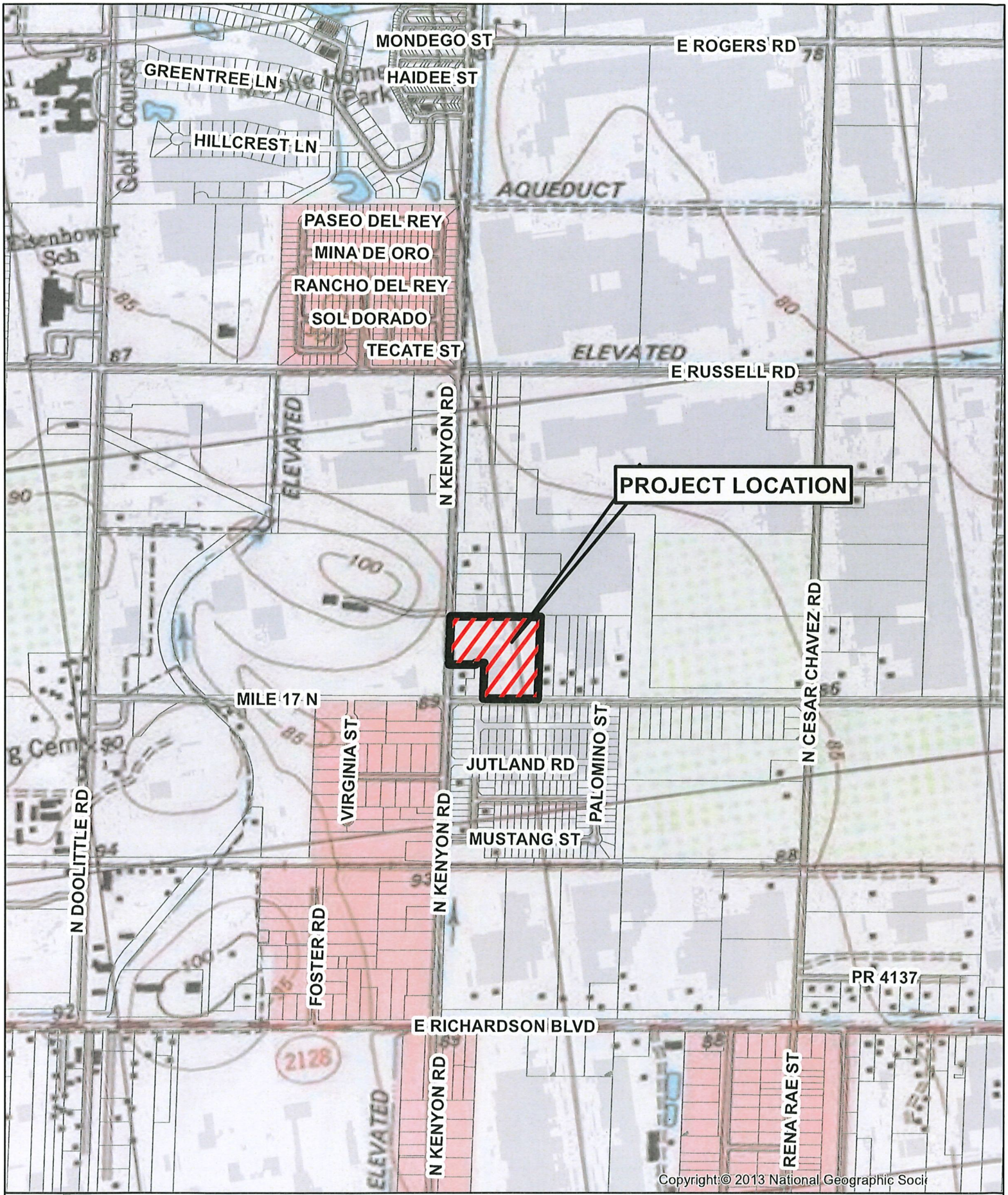
8. THENCE, N 81° 04' 56" W along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 400.00 feet to the POINT OF BEGINNING and containing 8.350 acres, of which 0.184 of one acre lies within the existing right-of-way of Mile 17 North Road and 0.178 of one acre lies within the existing right-of-way of Kenyon Road, leaving an existing net of 7.988 acres of land, more or less.

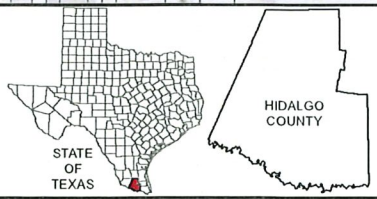
I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION AND SUPERVISION.

RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE: 5.18.2022

STATE OF TEXAS REGISTERED RUBEN JAMES DE JESUS 6813 PROFESSIONAL LAND SURVEYOR

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1 inch = 1,000 feet

Feet: 0 250 500 1,000 1,500 2,000

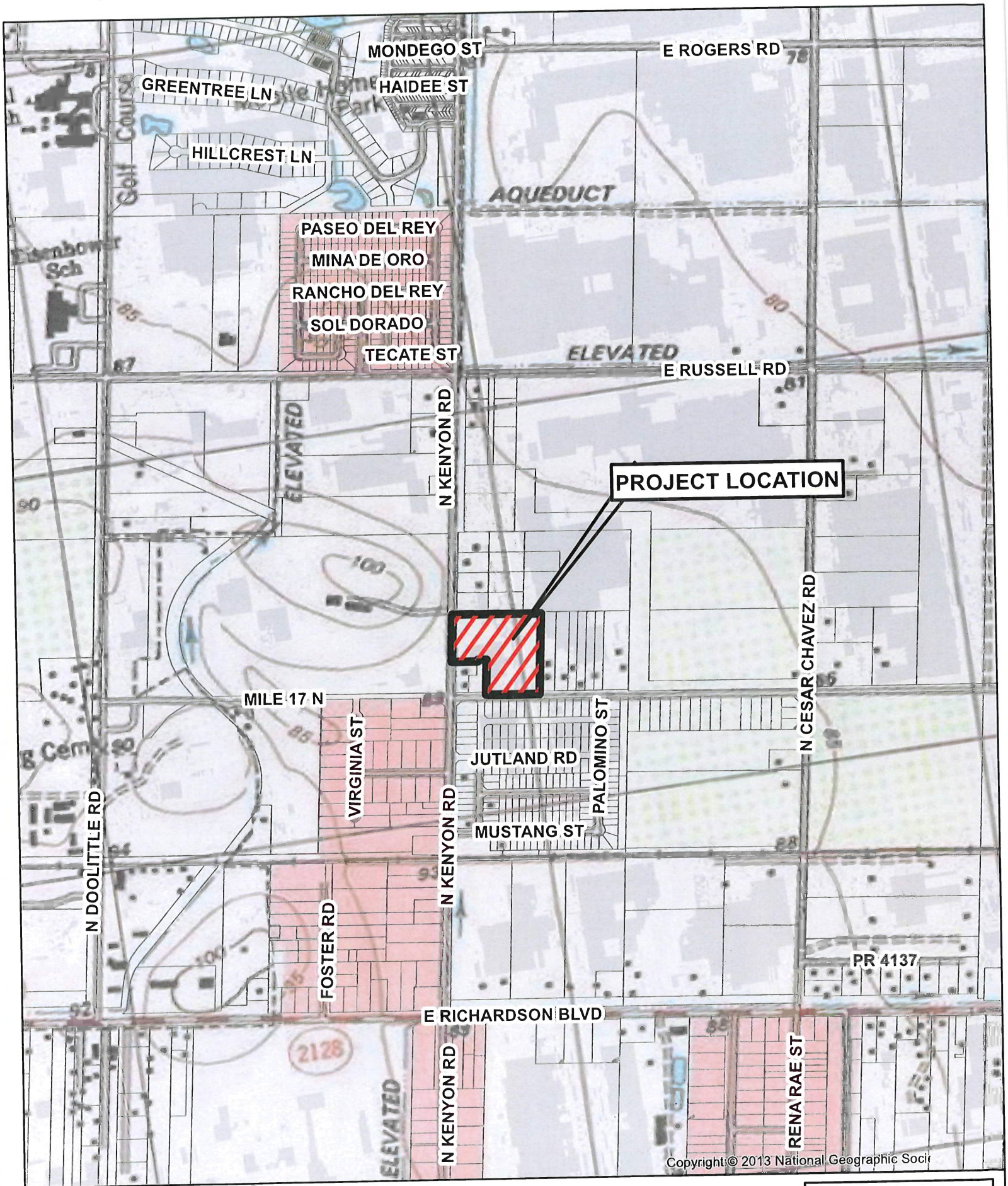
Miles: 0 0.0625 0.125 0.25 0.375 0.5

SEA SUBDIVISION
CITY OF EDINBURG ETJ
HIDALGO COUNTY, TEXAS
USGS MAP

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FAX. (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 06-18-2022
JOB NO.: 21206.00
DRAWN BY: A. MENA

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HIDALGO COUNTY

1 inch = 1,000 feet

Feet: 0 250 500 1,000 1,500 2,000

Miles

SEA SUBDIVISION
CITY OF EDINBURG ETJ
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981

DATE: 06-18-2
JOB NO.: 212
DRAWN BY: A. MEZA

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SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 31, 2023 October 3, 2023	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
October 3, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for October 17, 2023. (14 days)	TGC 43.0671
September 22, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **September 22, 2023**, for publication **September 27, 2023** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
September 27, 2023	Legal notice for Public Hearing Published for the date of **October 17, 2023** (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 17, 2023	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 17, 2023	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

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

TABLE NOTES:

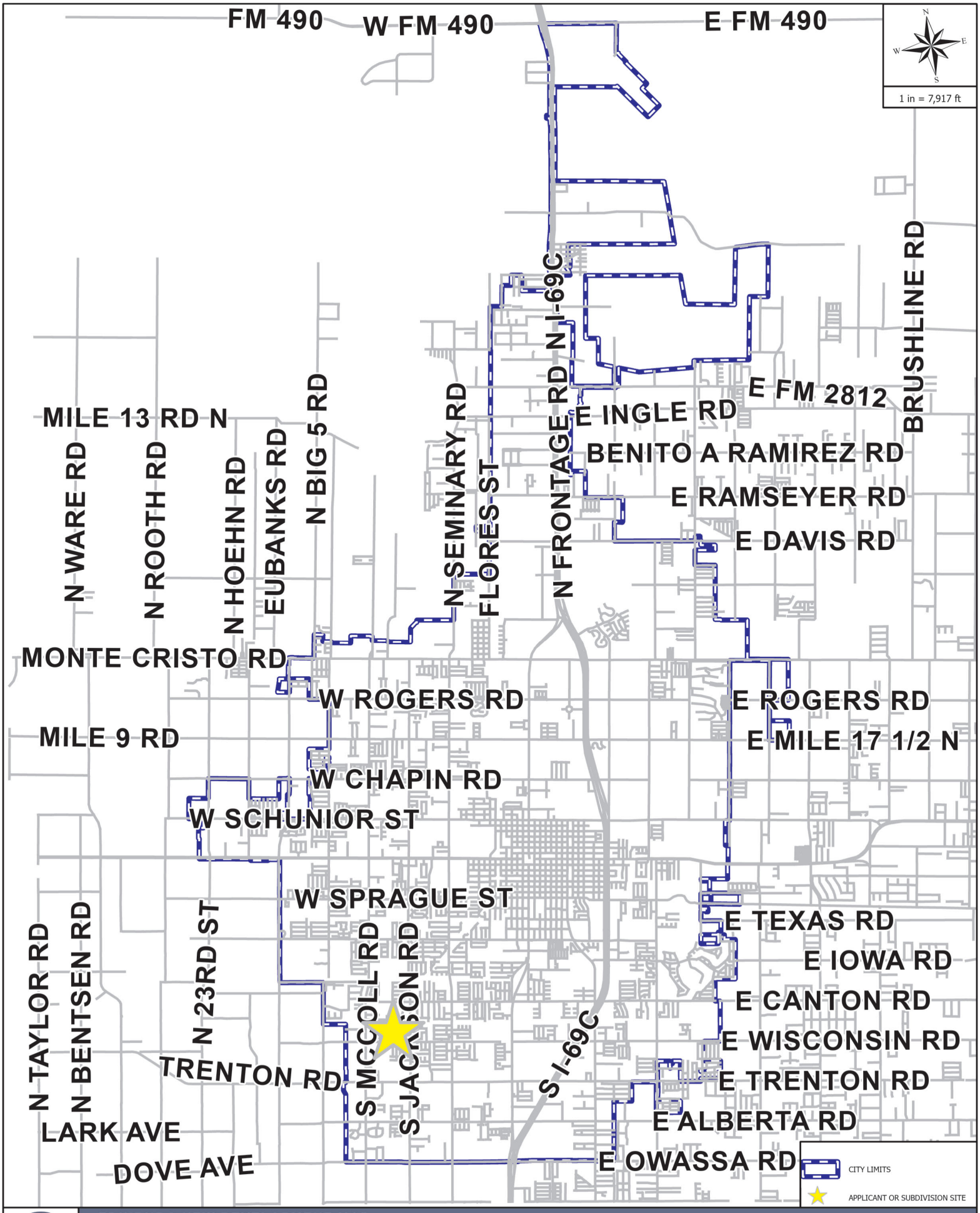
[1]Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

[2]The second height refers to agricultural structures.

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

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

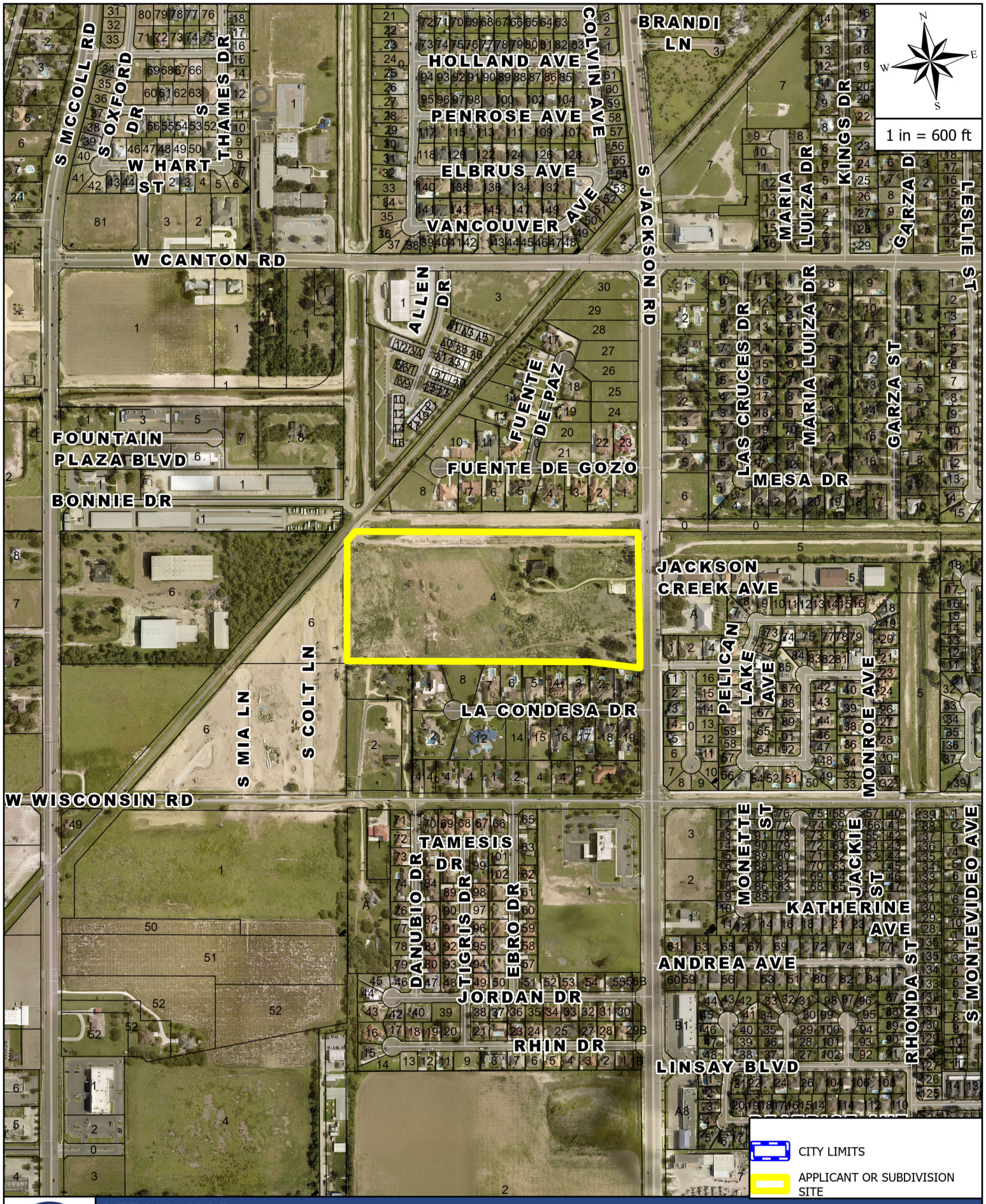
[5]Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

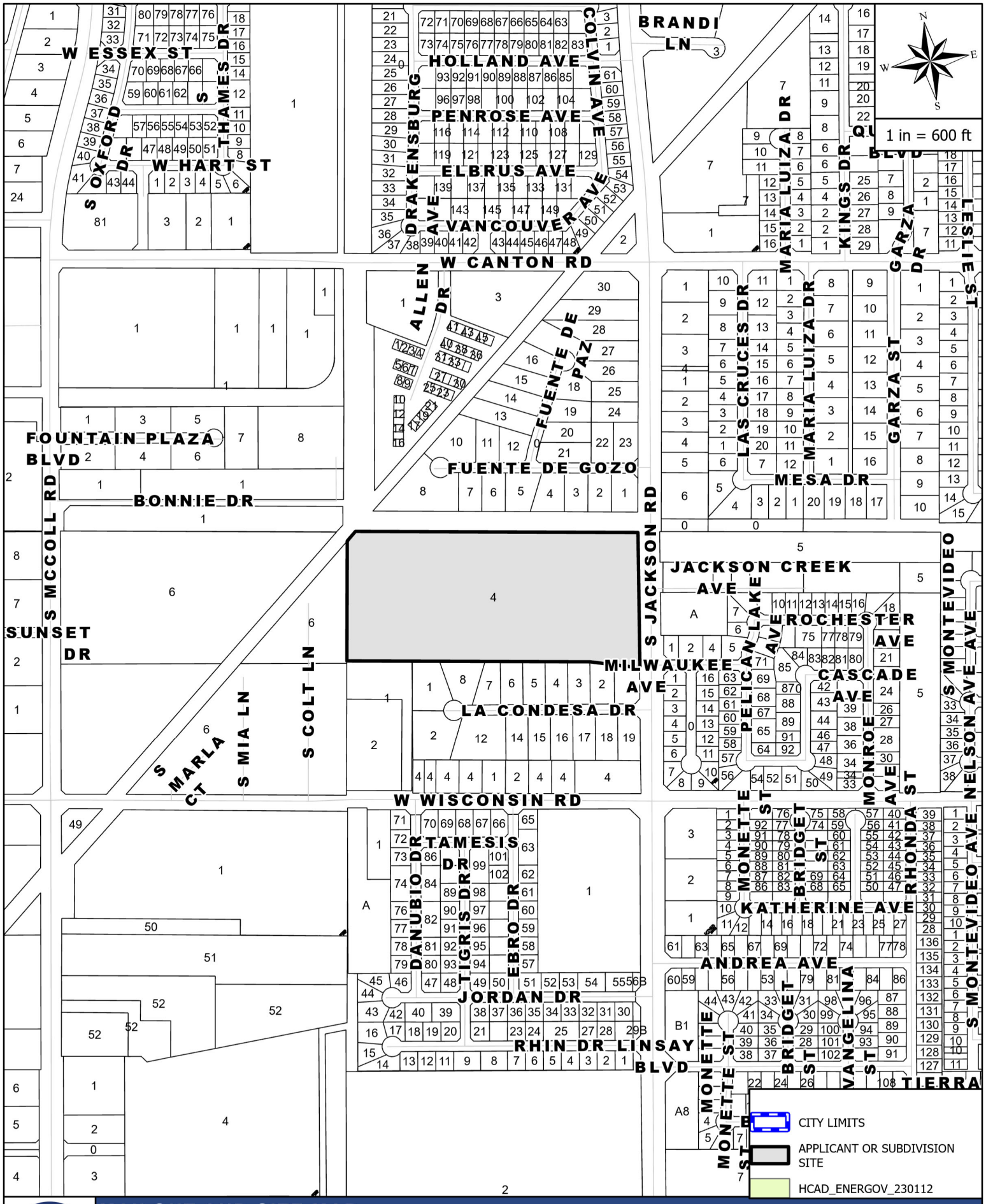
CITRUS GARDEN / NICK CANTU



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

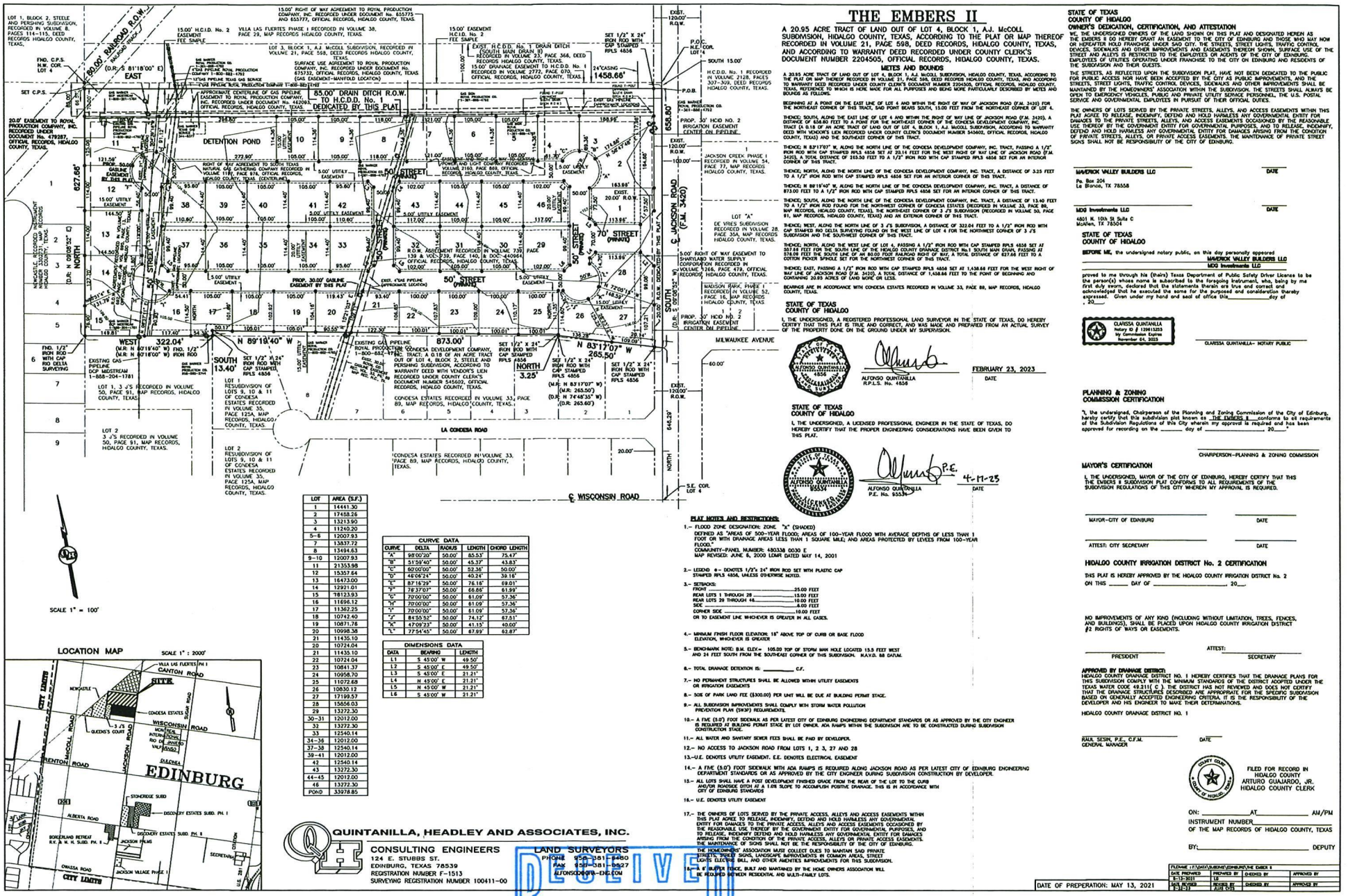
THE EMBERS II



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

THE EMBERS II



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

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

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

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

MAVERICK VALLEY BUILDERS LLC — DATE
Po. Box 204
La Blanca, TX 78558

MDG Investments LLC — DATE
4801 N. 10th St Suite C
McAllen, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MAVERICK VALLEY BUILDERS LLC / MDG Investments LLC proved to me through his (theirs) Texas Department of Public Safety Driver License to be the person(s) whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed. Given under my hand and seal of office this _____ day of _____, 20__.

CLARISSA QUINTANILLA
Notary ID # 129813203
My Commission Expires
November 04, 2023

CLARISSA QUINTANILLA- NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4656
FEBRUARY 23, 2023
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA P.E.
P.E. No. 85534
4-11-23
DATE

PLANNING & ZONING COMMISSION CERTIFICATION

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

CHAIRPERSON-PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

MAYOR-CITY OF EDINBURG — DATE

ATTEST: CITY SECRETARY — DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION

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

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

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

DATE OF PREPERATION: MAY 13, 2021

PLAT NOTES AND RESTRICTIONS:

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

2.- LEGEND ⊕- DENOTES 1/2"ø REBAR IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4656, UNLESS OTHERWISE NOTED.

3.- SETBACKS:
FRONT ..... 25.00 FEET
REAR LOTS 1 THROUGH 28 ..... 15.00 FEET
REAR LOTS 29 THROUGH 46 ..... 10.00 FEET
SIDE ..... 6.00 FEET
CORNER SIDE ..... 10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

4.- MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION, WHICHEVER IS GREATER

5.- BENCHMARK NOTE: B.M. ELEV.= 105.00 TOP OF STORM MAN HOLE LOCATED 15.0 FEET WEST AND 24 FEET SOUTH FROM THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.- TOTAL DRAINAGE DETENTION IS: _____ C.F.

7.- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS OR IRRIGATION EASEMENTS

8.- 50% OF PARK LAND FEE ($300.00) PER UNIT WILL BE DUE AT BUILDING PERMIT STAGE.

9.- ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

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

11.- ALL WATER AND SANITARY SEWER FEES SHALL BE PAID BY DEVELOPER.

12.- NO ACCESS TO JACKSON ROAD FROM LOTS 1, 2 3, 27 AND 28

13.- U.E. DENOTES UTILITY EASEMENT. E.E. DENOTES ELECTRICAL EASEMENT

14.- A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG JACKSON ROAD AS PER LATEST CITY OF EDINBURG ENGINEERING DEPARTMENT STANDARDS OR AS APPROVED BY THE CITY ENGINEER DURING SUBDIVISION CONSTRUCTION BY DEVELOPER.

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

16.- U.E. DENOTES UTILITY EASEMENT

17.- THE OWNERS OF LOTS SERVED BY THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE ACCESS, ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF EDINBURG.
THE HOMEOWNERS' ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID PRIVATE STREETS, SPEED SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS ELECTRIC BILL, AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION.

18.- A 6' BUFFER FENCE, BUILT AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WILL BE REQUIRED BETWEEN RESIDENTIAL AND MULTI-FAMILY LOTS.

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
5-12-2021	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
4-24-23	JOSE CH.		

FILENAME: I:\CAD\SUBDIVS\EDINBURG\THE EMBER II

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By

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:

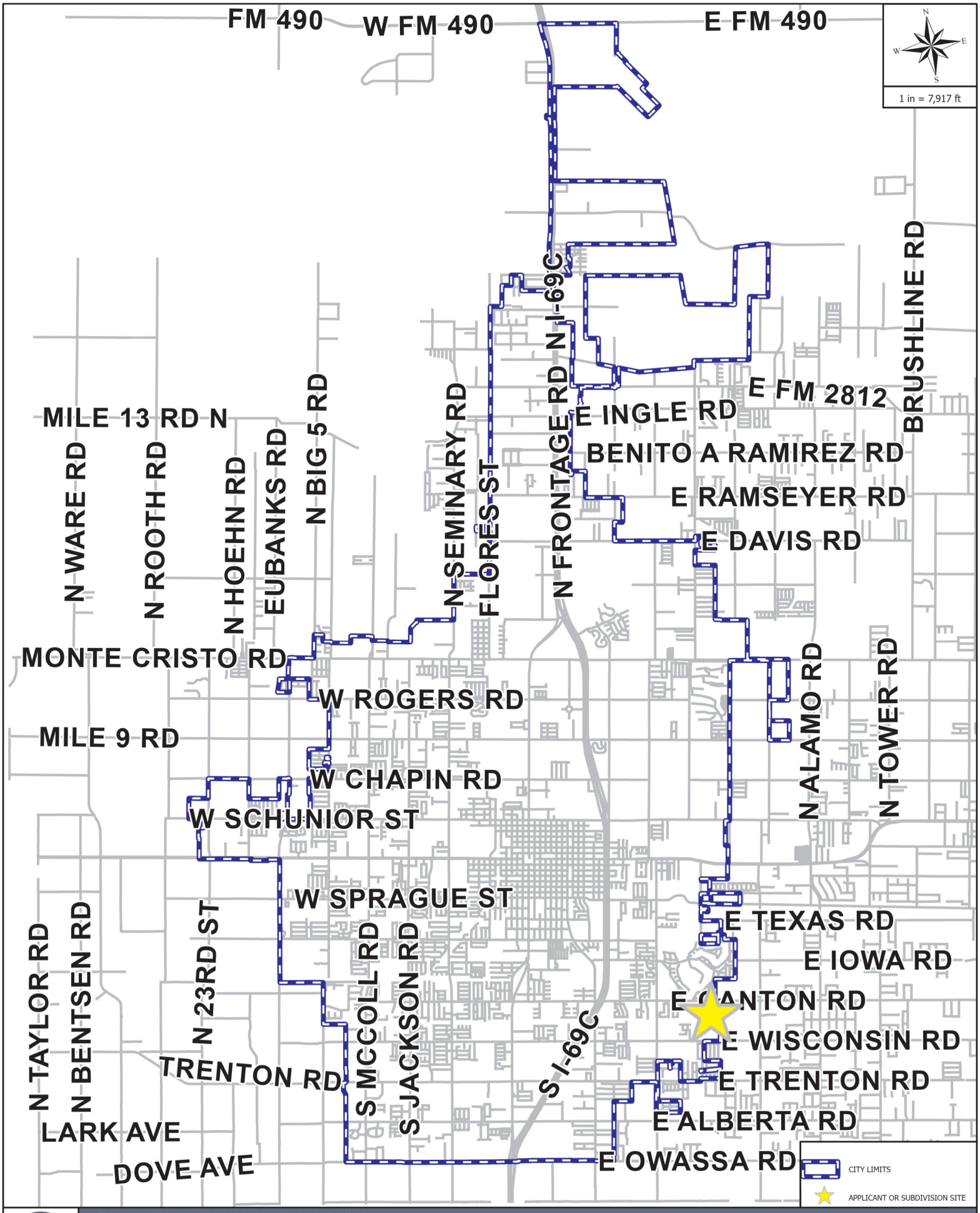
[1]If a larger bufferyard is required, the setback shall be the width of the bufferyard; see section 4.204.

[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 bui8lding setback; the second is the setback for a front load garage. Street yard refers to front yard of lot.

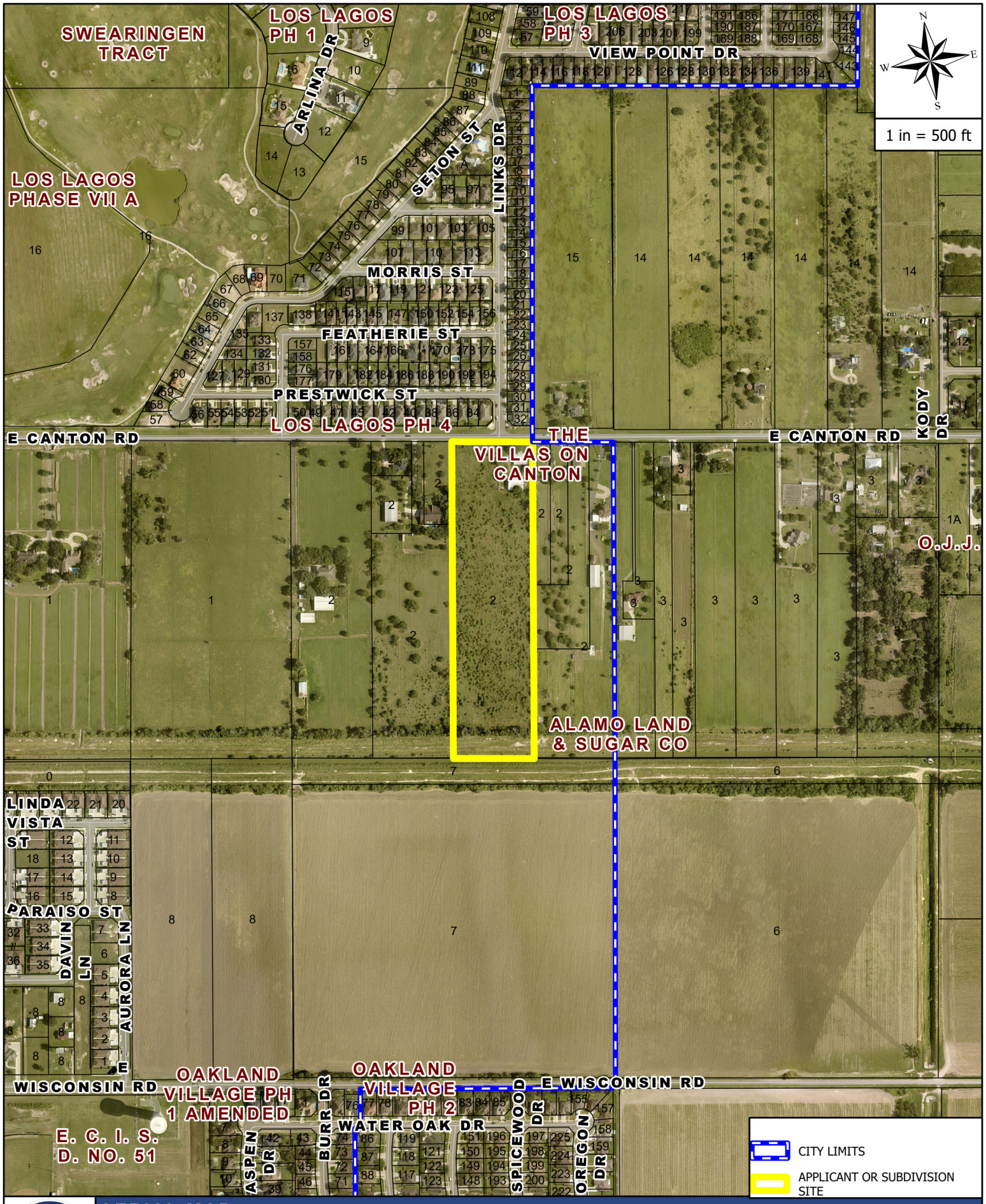
[5]A minimum building separation of 12 feet is required, but may be reduced to 10 feet if approved by Fire Marshal.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

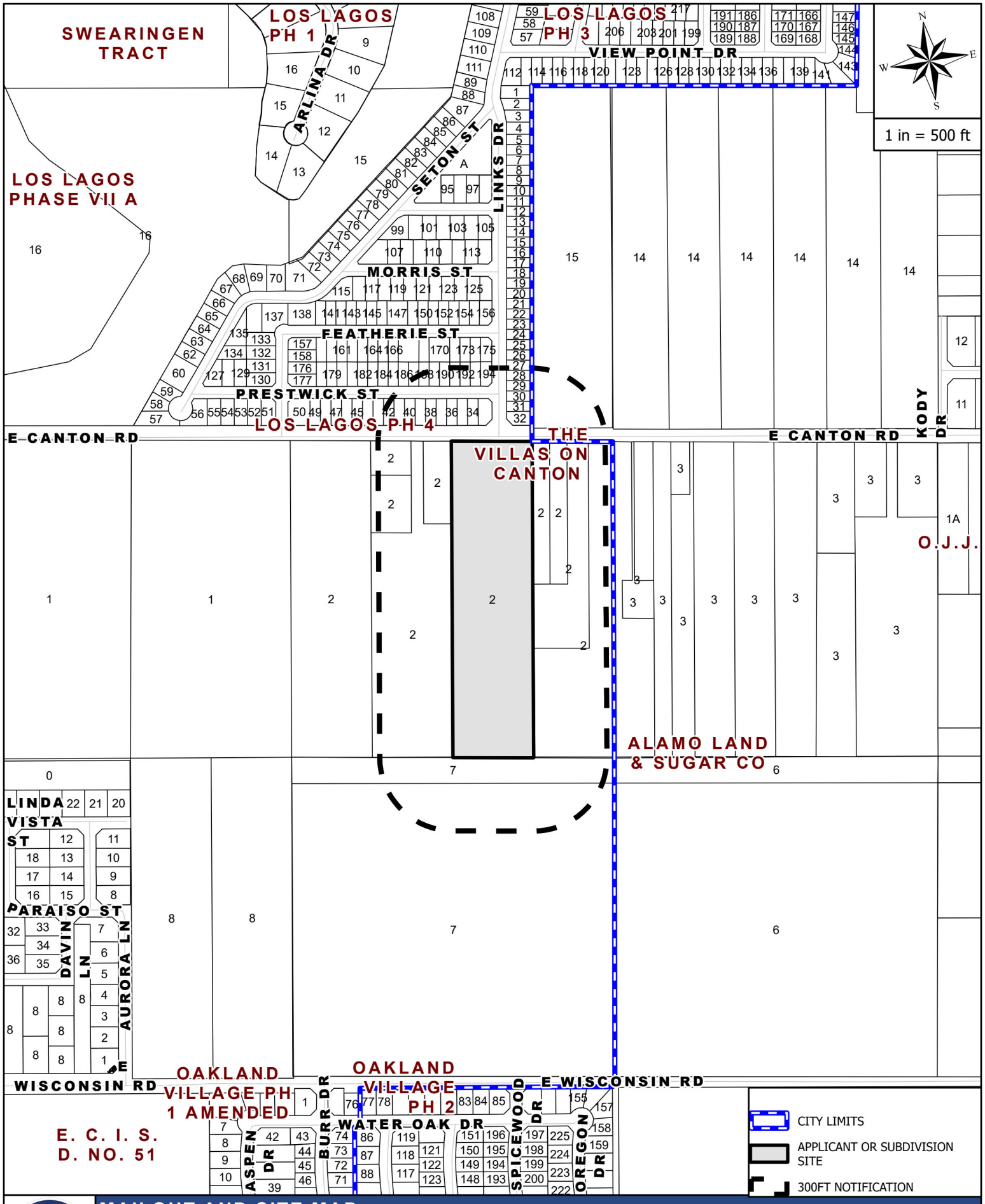
VILLAS ON CANTON



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

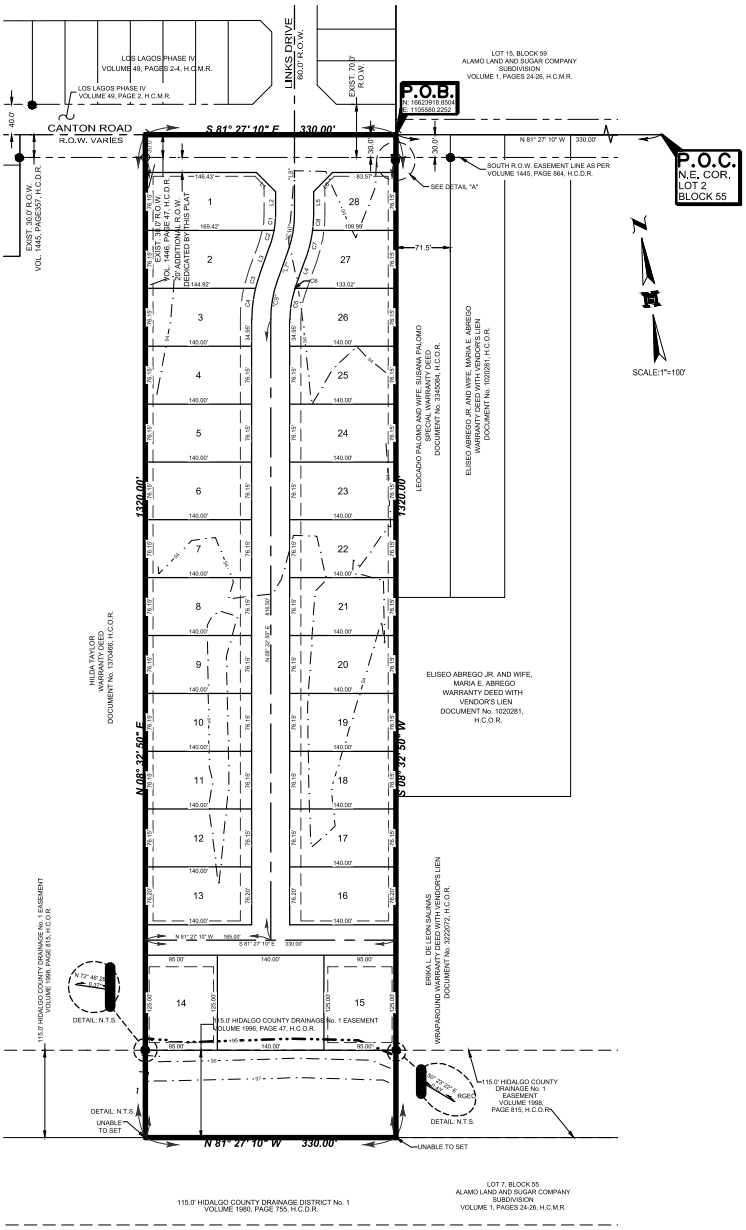
Melden & Hunt, Inc./ The Villas on Canton



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

Melden & Hunt, Inc/The Villas on Canton



SUBDIVISION MAP OF

THE VILLAS ON CANTON SUBDIVISION

BEING A SUBDIVISION OF 10.000 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOT 2, BLOCK 55, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, HIDALGO COUNTY MAP RECORDS

Y:\Land Development\Residential\Edinburg\22135 -Ashish Valecha-10 ac L2, B55, ALS\Autocad files\22135.dwg, 10/11/2022 8:29:37 AM, DWG To PDF.pc3

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ORDINANCES
Agenda Item No: 9.A.

1. **Agenda Item:**
Consider Ordinance Providing for the Voluntary Annexation of a 600.885 Acres of Land Located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision of Record to the Map or Plat Thereof Recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a Portion of Baker's Subdivision of the Cucharia Tract, a Subdivision of Record According to the Map or Plat Thereof Recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and Further Being All of that Certain Called 69.4 Acres of Land Conveyed to the City of Edinburg as Described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; All of that Certain Called 86.70 Acres of Land (Tract 1) and that Certain Called 257.51 Acres of Land (Tract 2) Conveyed to the City of Edinburg, as Described in Document 2009-2043501, Official Records of Hidalgo County, Texas; All of that Certain Called 126.455 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; All of that Certain Called 59.93 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas, Located at 15600 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 600.885-acre tract is currently vacant and is located at 15600 North I-69C. Utility services are provided by City of Edinburg. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste, and other City Departments will be provided.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter. The Texas Local Government Code requires a governing body to take action after the 5th day or before the 30th day after a petition is filed for Voluntary Annexation.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. The Petition for Voluntary Annexation was approved at the City Council meeting on September 19, 2023. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the October 3, 2023 regular meeting.

Currently, there is a series of undersized water lines providing adequate water services to the existing users in the area. In order to provide adequate services for future growth to this area, an 8-inch water line will need to be extended to the airport/490 area. Funding is currently in place for a water line extension project in collaboration with Texas Department of Transportation (TXDOT) that would provide adequate services for future growth in this area. On site sewage facilities will be required for sewer services on this area.

Adoption of this ordinance will conclude the Voluntary Annexation process.

The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

3. Staff's Recommendation:

Staff recommends approval of the ordinance for the Voluntary Annexation of a 600.885-acre tract of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record to the map or plat thereof recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a portion of Baker's Subdivision of the Cucharia Tract, a subdivision of record according to the map or plat thereof recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document 2009-2043501, Official Records of Hidalgo County, Texas; all of that certain called 126.455 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; all of that certain called 59.93 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE # ANNX-2023-0010

To the Mayor and City Council:

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

A annexation request of 600.885 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and a portion of Baker's Subdivision of the Cucharia Tract, a subdivision of record according to the map or plat thereof recorded in Volume 2, Pages 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg, as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document Number 2009-2043501, Official Records

Mayra Ayala, City Manager
Owner's Name (Print)

Owner (Signature) Date

STATE OF TEXAS
COUNTY OF HIDALGO

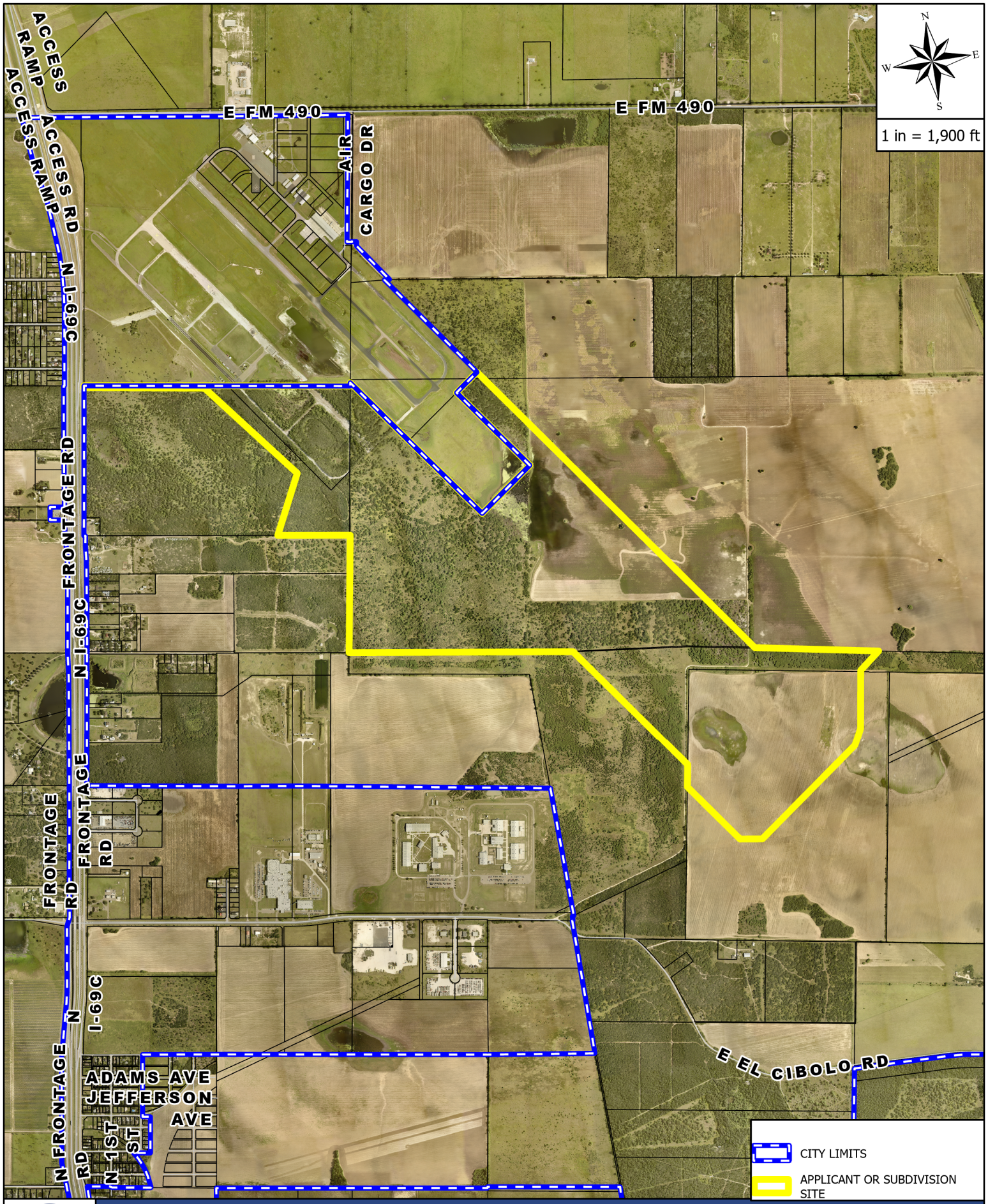
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Mayra Ayala, City Manager**, whom stated upon his oath the following:

My name is Mayra Ayala, City Manager, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the _____ day of _____, 20_____ .

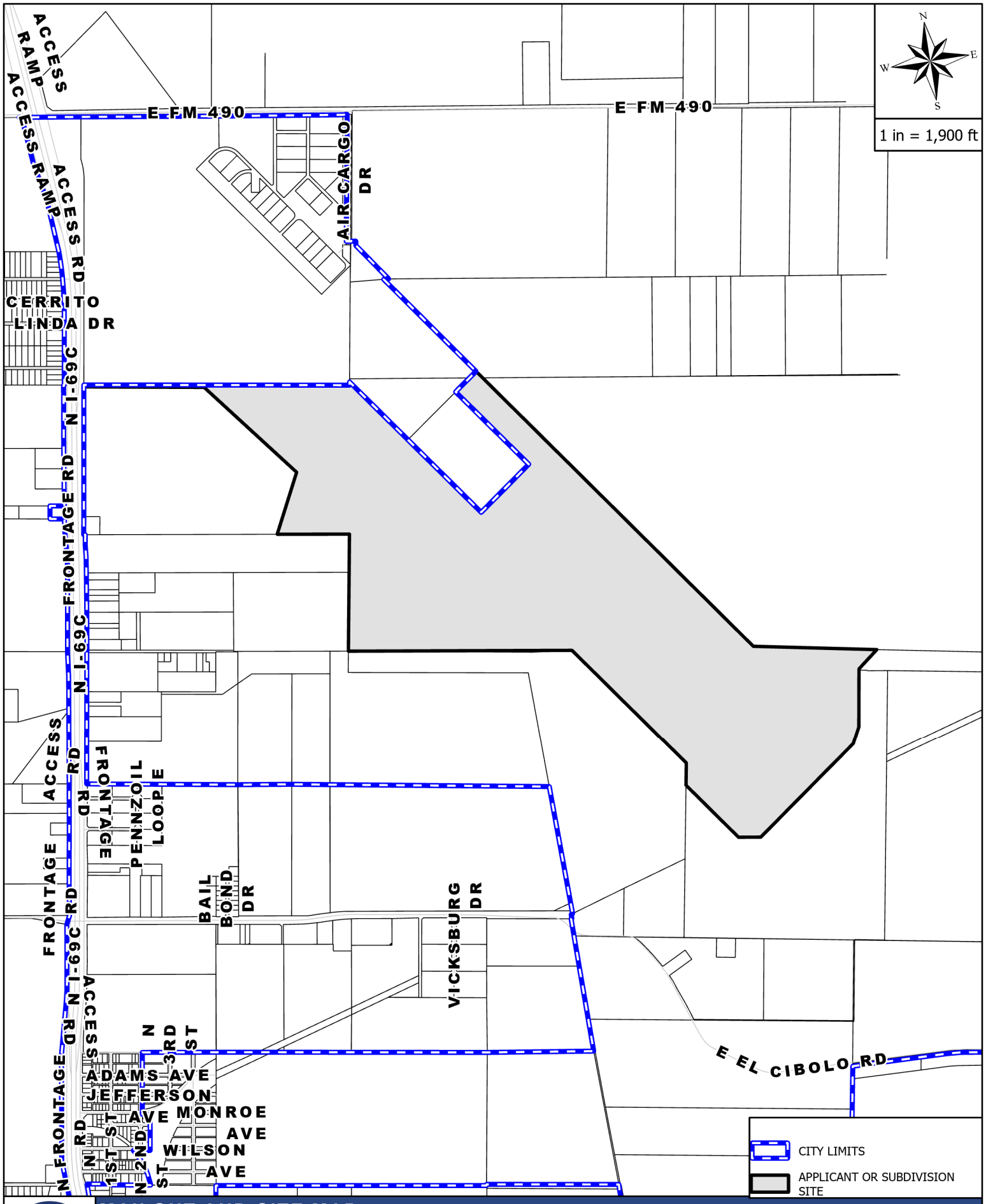
Notary Public in and for the State of Texas



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

COE_600ACRES_ANNEXATION_230816



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

COE_600ACRES_ANNEXATION_230816

halff

LEGAL DESCRIPTION
600.885 ACRES
OF LAND

600.885 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and a portion of Baker's Subdivision of the Cucharia Tract, a subdivision of record according to the map or plat thereof recorded in Volume 2, Pages 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg, as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document Number 2009-2043501, Official Records of Hidalgo County, Texas; all of that certain called 126.455 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; all of that certain called 59.93 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas; said 600.885 acres being more particularly described as follows:

BEGINNING, at a found 5/8 inch iron rod located in the easterly right of way line of U.S. Highway 281 and marking the northwesterly corner of the said 69.4 acres of land;

THENCE, South 81deg 12' 58" East, leaving the easterly right of way line of U.S. Highway 281 and along the northerly line of the said 69.4 acres of land, a distance of 4,133.50 feet, to a found ½ inch iron rod located in the westerly line of the said 257.51 acres of land;

THENCE, along the boundary lines of the said 257.51 acres, the following courses:

North 08deg 20' 01" East, a distance of 56.36 feet, to a found ½ inch iron rod;
South 36deg 21' 40" East, a distance of 2,879.61 feet, to a set ½ inch iron rod with "HALFF" cap;
North 53deg 38' 15" East, a distance of 1,049.92 feet, to a set ½ inch iron rod with "HALFF" cap;
North 36deg 21' 37" West, a distance of 1,598.43 feet, to a found ½ inch iron rod;
North 53deg 37' 41" East, a distance of 449.20 feet, to a found ½ inch iron rod;
South 36deg 22' 12" East, a distance of 6,012.68 feet, to a found ½ inch iron rod located in the northerly line of the said 59.93 acres of land;

THENCE, along the boundary line of the said 59.93 acres and the said 126.455 acres, the following courses:

South 80deg 14' 38" East, a distance of 1,970.97 feet, to a found ½ inch iron rod;
South 53deg 46' 36" West, a distance of 430.29 feet, to a set ½ inch iron rod with "HALFF" cap;
South 08deg 41' 33" West, a distance of 901.13 feet, to a set ½ inch iron rod with "HALFF" cap;

South 27deg 11' 11" West, a distance of 297.86 feet, to a set ½ inch iron rod with "HALFF" cap;
South 53deg 35' 50" West, a distance of 2,048.20 feet, to a found 5/8 inch iron rod;
North 81deg 24' 13" West, a distance of 346.75 feet, to a found 5/8 inch iron rod;
North 36deg 14' 54" West, a distance of 1,137.89 feet, to a found ½ inch iron rod;
North 09deg 14' 15" East, a distance of 350.17 feet, to a found ½ inch iron rod;
North 36deg 17' 54" West, a distance of 2,481.25 feet, to a set ½ inch iron rod with "HALFF" cap marking the southeasterly corner of the said 86.70 acres of land;

THENCE, along the boundary lines of the said 86.70 acres, the following courses:

North 84deg 01' 28" West, a distance of 660.83 feet, to a set ½ inch iron rod with "HALFF" cap;
North 81deg 22' 10" West, a distance of 2,822.58 feet to a found ½ inch iron rod;
North 09deg 18' 44" East, a distance of 1,835.24 feet, to a found ½ inch iron rod marking the southeasterly corner of the said 69.4 acres of land;

THENCE, along the boundary lines of the said 69.4 acres, the following courses:

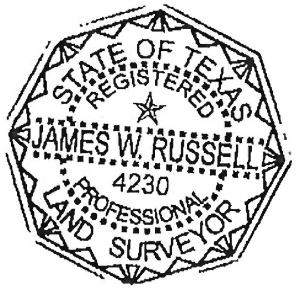
North 80deg 52' 00" West, a distance of 1,103.10 feet, to a found ½ inch iron rod;
North 26deg 05' 35" East, a distance of 985.73 feet, to a found ½ inch iron rod;
North 36deg 05' 02" West, a distance of 643.28 feet, to a found 1 inch iron pipe;
North 38deg 20' 30" West, a distance of 109.29 feet, to a found 5/8 inch iron pipe;
North 40deg 18' 47" West, a distance of 1,204.94 feet, to a found ½ inch iron rod;
North 81deg 09' 41" West, a distance of 1,865.66 feet, to a found ½ inch iron rod located in the easterly right of way line of U.S. Highway 281;

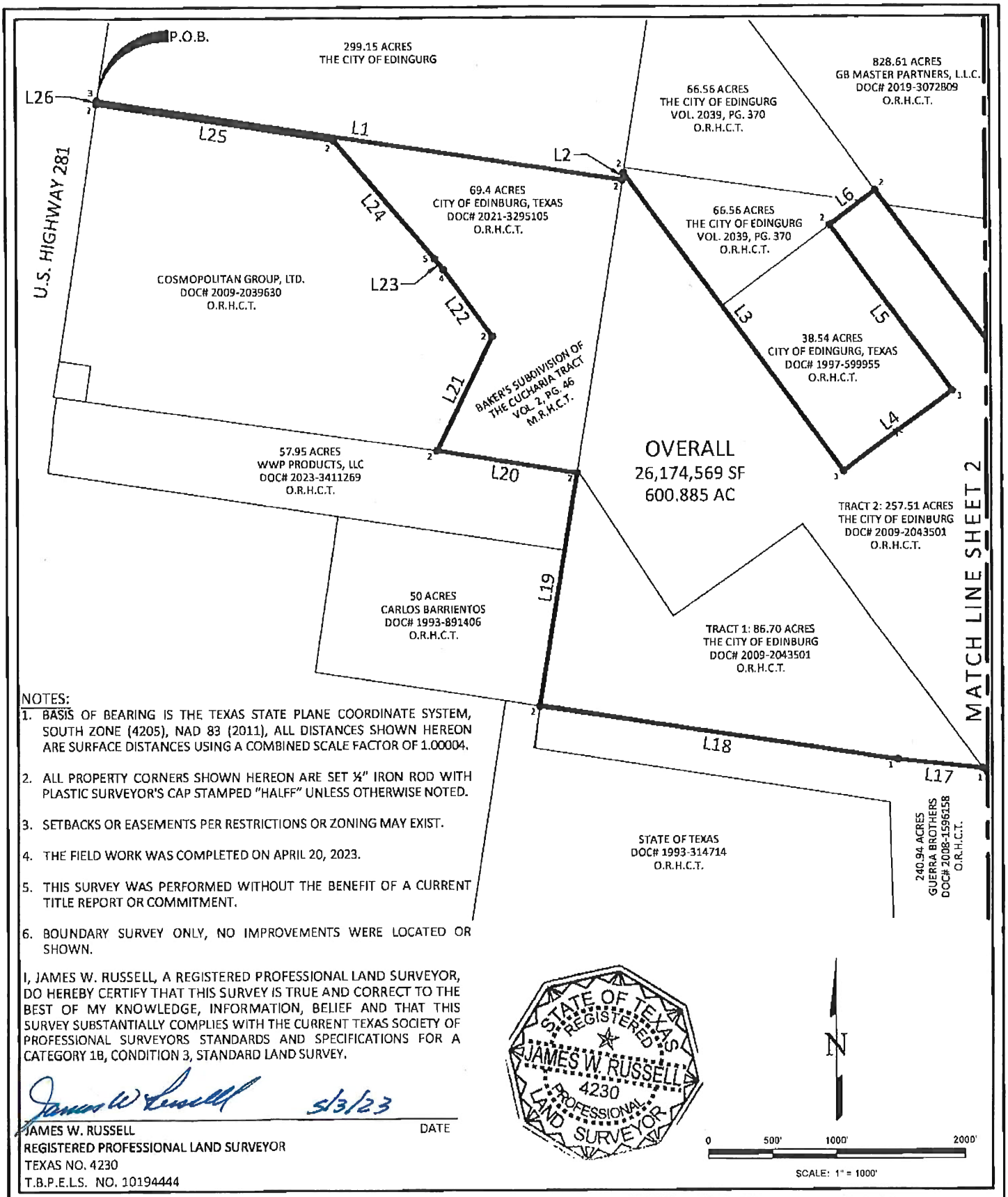
THENCE, North 08deg 39' 35" East, along the easterly right of way line of U.S. Highway 281, a distance of 29.88 feet, to the **POINT OF BEGINNING** and containing 600.885 acres (26,174,569 square feet) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Zone (4205), NAD 83 (2011).

James W Russell 5/3/23

James W. Russell
Registered Professional Land Surveyor No. 4230
T.B.P.E.L.S. Firm No. 10194444





NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W Russell 5/3/23

JAMES W. RUSSELL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

N

0 500' 1000' 2000'
SCALE: 1" = 1000'

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0288
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
600.885 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

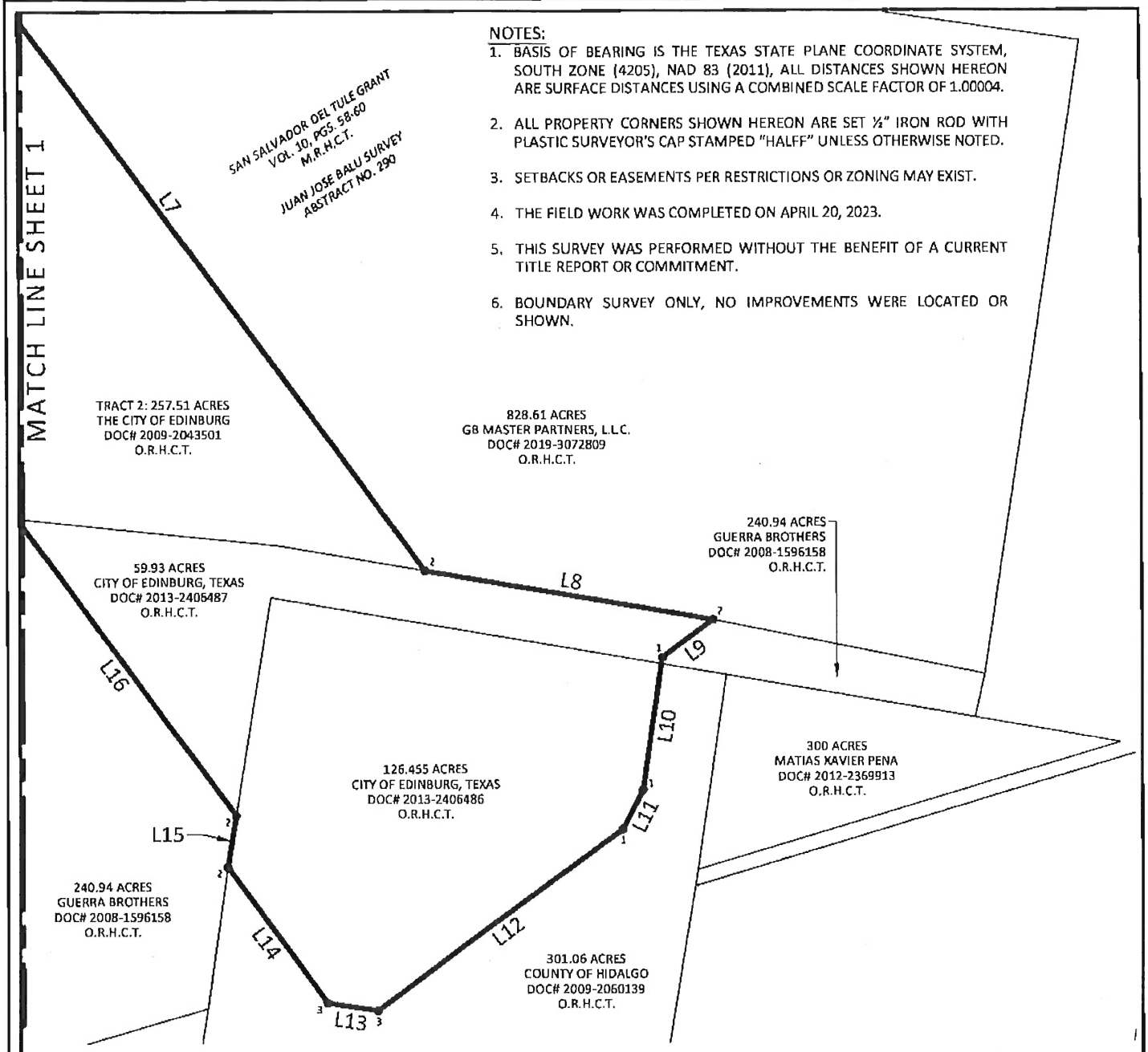
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DATE ISSUED: 5/3/2023

PAGE: 1 OF 5

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NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
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5/3/23

JAMES W. RUSSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

DATE

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

N

0 500' 1000' 2000'

SCALE: 1" = 1000'

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0200
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
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ABSTRACT INFORMATION 2

PROJECT NO: 42064.007
DATE ISSUED: 5/3/2023

PAGE: 2 OF 5

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LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S81°12'58"E	4133.50'
L2	N08°20'01"E	56.36'
L3	S36°21'40"E	2879.61'
L4	N53°38'15"E	1049.92'
L5	N36°21'37"W	1598.43'
L6	N53°37'41"E	449.20'
L7	S36°22'12"E	6012.68'
L8	S80°14'38"E	1970.97'
L9	S53°46'36"W	430.29'
L10	S08°41'33"W	901.13'
L11	S27°11'11"W	297.86'
L12	S53°35'50"W	2048.20'
L13	N81°24'13"W	346.75'
L14	N36°14'54"W	1137.89'
L15	N09°14'15"E	350.17'
L16	N36°17'54"W	2481.25'
L17	N84°01'28"W	660.83'
L18	N81°22'10"W	2822.58'
L19	N09°18'44"E	1835.24'
L20	N80°52'00"W	1103.10'
L21	N26°05'35"E	985.73'
L22	N36°05'02"W	643.28'
L23	N38°20'30"W	109.29'
L24	N40°18'47"W	1204.94'
L25	N81°09'41"W	1865.66'
L26	N08°39'35"E	29.88'

LEGEND

- $\bullet_1$ = SET 1/2" IRON ROD WITH "HALFF" CAP
- $\bullet_2$ = FOUND 1/2" IRON ROD
- $\bullet_3$ = FOUND 5/8" IRON ROD
- $\bullet_4$ = FOUND 1" IRON PIPE
- $\bullet_5$ = FOUND 5/8" IRON PIPE
- P.O.B. = POINT OF BEGINNING
- O.R.H.C.T. = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- ——— X ——— = BARBED WIRE FENCE

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W Russell 5/3/23

JAMES W. RUSSELL DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444



halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7449
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EXHIBIT OF
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PROJECT NO: 42064.007
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SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
July 21, 2023 September 19, 2023	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
September 19, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for October 3, 2023. (14 days)	TGC 43.0671
September 19, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **September 19, 2023**, for publication **September 22, 2023** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
September 22, 2023	Legal notice for Public Hearing Published for the date of **October 3, 2023** (14 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 3, 2023	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 3, 2023	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 600.885 ACRES OF LAND LOCATED IN THE JUAN JOSE BALLI SURVEY, ABSTRACT NUMBER 29, HIDALGO COUNTY, TEXAS AND BEING A PORTION OF THE SAN SALVADOR DEL TULE GRANT, A SUBDIVISION OF RECORD TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAPS RECORDS OF HIDALGO COUNTY, TEXAS, AND A PORTION OF BAKER'S SUBDIVISION OF THE CUCHARIA TRACT, A SUBDIVISION OF RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECODED IN VOLUME 2, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS; AND FURTHER BEING ALL OF THAT CERTAIN CALLED 69.4 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG AS DESCRIBED IN DOCUMENT NUMBER 2021-3295105, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; ALL OF THAT CERTAIN CALLED 86.70 ACRES OF LAND (TRACT 1) AND THAT CERTAIN CALLED 257.51 ACRES OF LAND (TRACT 2) CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT 2009-2043501, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; ALL OF THAT CERTAIN CALLED 126.455 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 2013-2406486, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; ALL OF THAT CERTAIN CALLED 59.93 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 2013-2406487, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 15600 NORTH I-69C., AS REQUESTED BY CITY OF EDINBURG, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on September 19, 2023, the City Council accepted a petition from City of Edinburg, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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

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

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 600.885 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record to the map or plat thereof recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a portion of Baker's Subdivision of the Cucharia Tract, a subdivision of record according to the map or plat thereof recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document 2009-2043501, Official Records of Hidalgo County, Texas; all of that certain called 126.455 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; all of that certain called 59.93 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VII: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

EXHIBIT A

halff

LEGAL DESCRIPTION
600.885 ACRES
OF LAND

600.885 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and a portion of Baker's Subdivision of the Cucharia Tract, a subdivision of record according to the map or plat thereof recorded in Volume 2, Pages 46, Map Records of Hidalgo County, Texas; and further being all of that certain called 69.4 acres of land conveyed to the City of Edinburg, as described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; all of that certain called 86.70 acres of land (Tract 1) and that certain called 257.51 acres of land (Tract 2) conveyed to the City of Edinburg, as described in Document Number 2009-2043501, Official Records of Hidalgo County, Texas; all of that certain called 126.455 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; all of that certain called 59.93 acres of land conveyed to the City of Edinburg, as described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas; said 600.885 acres being more particularly described as follows:

BEGINNING, at a found 5/8 inch iron rod located in the easterly right of way line of U.S. Highway 281 and marking the northwesterly corner of the said 69.4 acres of land;

THENCE, South 81deg 12' 58" East, leaving the easterly right of way line of U.S. Highway 281 and along the northerly line of the said 69.4 acres of land, a distance of 4,133.50 feet, to a found ½ inch iron rod located in the westerly line of the said 257.51 acres of land;

THENCE, along the boundary lines of the said 257.51 acres, the following courses:

North 08deg 20' 01" East, a distance of 56.36 feet, to a found ½ inch iron rod;
South 36deg 21' 40" East, a distance of 2,879.61 feet, to a set ½ inch iron rod with "HALFF" cap;
North 53deg 38' 15" East, a distance of 1,049.92 feet, to a set ½ inch iron rod with "HALFF" cap;
North 36deg 21' 37" West, a distance of 1,598.43 feet, to a found ½ inch iron rod;
North 53deg 37' 41" East, a distance of 449.20 feet, to a found ½ inch iron rod;
South 36deg 22' 12" East, a distance of 6,012.68 feet, to a found ½ inch iron rod located in the northerly line of the said 59.93 acres of land;

THENCE, along the boundary line of the said 59.93 acres and the said 126.455 acres, the following courses:

South 80deg 14' 38" East, a distance of 1,970.97 feet, to a found ½ inch iron rod;
South 53deg 46' 36" West, a distance of 430.29 feet, to a set ½ inch iron rod with "HALFF" cap;
South 08deg 41' 33" West, a distance of 901.13 feet, to a set ½ inch iron rod with "HALFF" cap;

South 27deg 11' 11" West, a distance of 297.86 feet, to a set ½ inch iron rod with "HALFF" cap;
South 53deg 35' 50" West, a distance of 2,048.20 feet, to a found 5/8 inch iron rod;
North 81deg 24' 13" West, a distance of 346.75 feet, to a found 5/8 inch iron rod;
North 36deg 14' 54" West, a distance of 1,137.89 feet, to a found ½ inch iron rod;
North 09deg 14' 15" East, a distance of 350.17 feet, to a found ½ inch iron rod;
North 36deg 17' 54" West, a distance of 2,481.25 feet, to a set ½ inch iron rod with "HALFF" cap marking the southeasterly corner of the said 86.70 acres of land;

THENCE, along the boundary lines of the said 86.70 acres, the following courses:

North 84deg 01' 28" West, a distance of 660.83 feet, to a set ½ inch iron rod with "HALFF" cap;
North 81deg 22' 10" West, a distance of 2,822.58 feet to a found ½ inch iron rod;
North 09deg 18' 44" East, a distance of 1,835.24 feet, to a found ½ inch iron rod marking the southeasterly corner of the said 69.4 acres of land;

THENCE, along the boundary lines of the said 69.4 acres, the following courses:

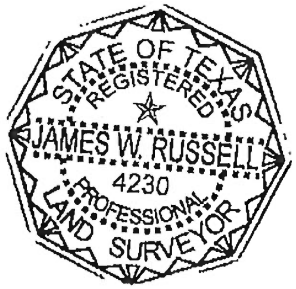
North 80deg 52' 00" West, a distance of 1,103.10 feet, to a found ½ inch iron rod;
North 26deg 05' 35" East, a distance of 985.73 feet, to a found ½ inch iron rod;
North 36deg 05' 02" West, a distance of 643.28 feet, to a found 1 inch iron pipe;
North 38deg 20' 30" West, a distance of 109.29 feet, to a found 5/8 inch iron pipe;
North 40deg 18' 47" West, a distance of 1,204.94 feet, to a found ½ inch iron rod;
North 81deg 09' 41" West, a distance of 1,865.66 feet, to a found ½ inch iron rod located in the easterly right of way line of U.S. Highway 281;

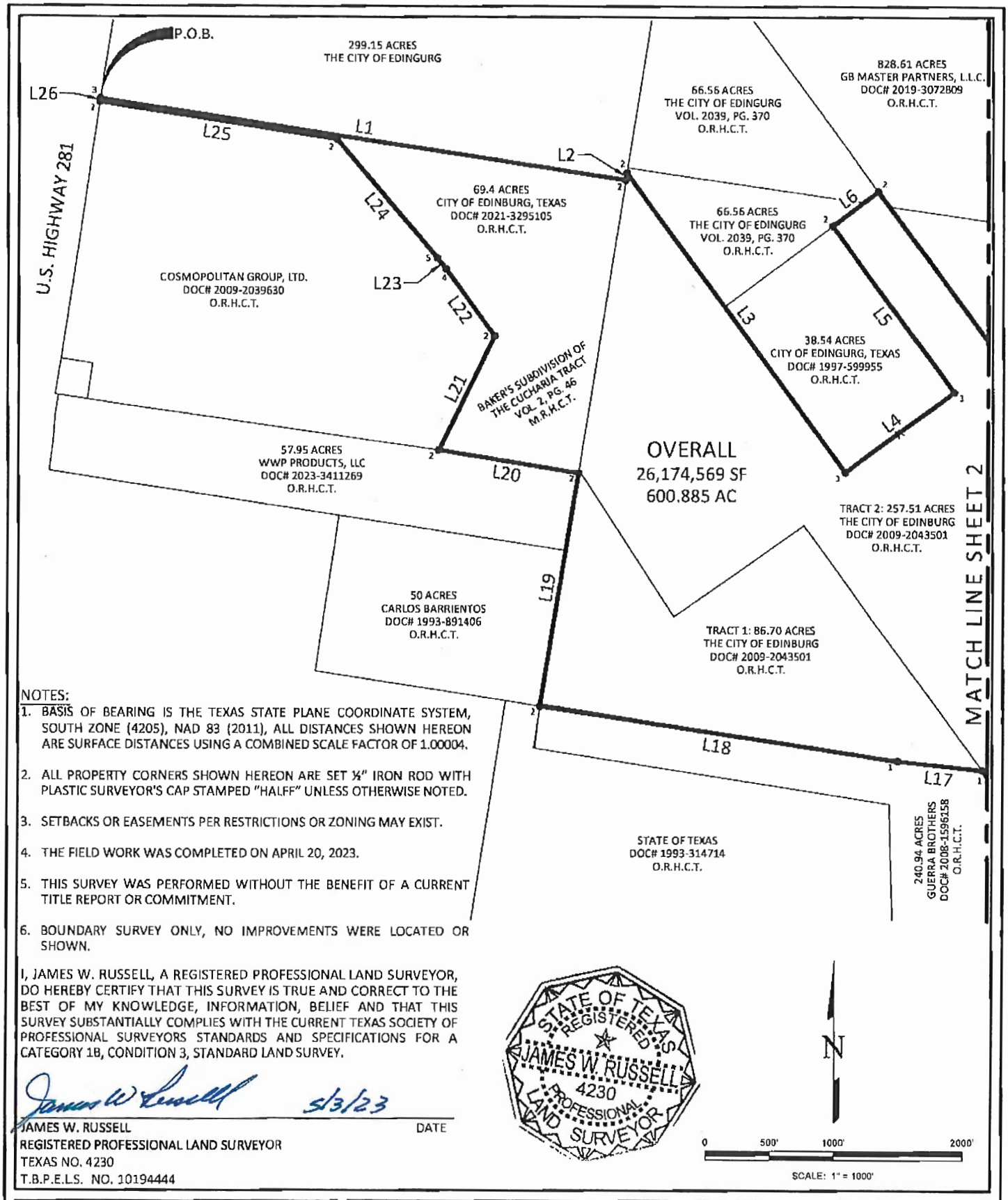
THENCE, North 08deg 39' 35" East, along the easterly right of way line of U.S. Highway 281, a distance of 29.88 feet, to the **POINT OF BEGINNING** and containing 600.885 acres (26,174,569 square feet) of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Zone (4205), NAD 83 (2011).

James W Russell 5/3/23

James W. Russell
Registered Professional Land Surveyor No. 4230
T.B.P.E.L.S. Firm No. 10194444





NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W Russell 5/3/23

JAMES W. RUSSELL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

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0 500' 1000' 2000'
SCALE: 1" = 1000'

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0288
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
600.885 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

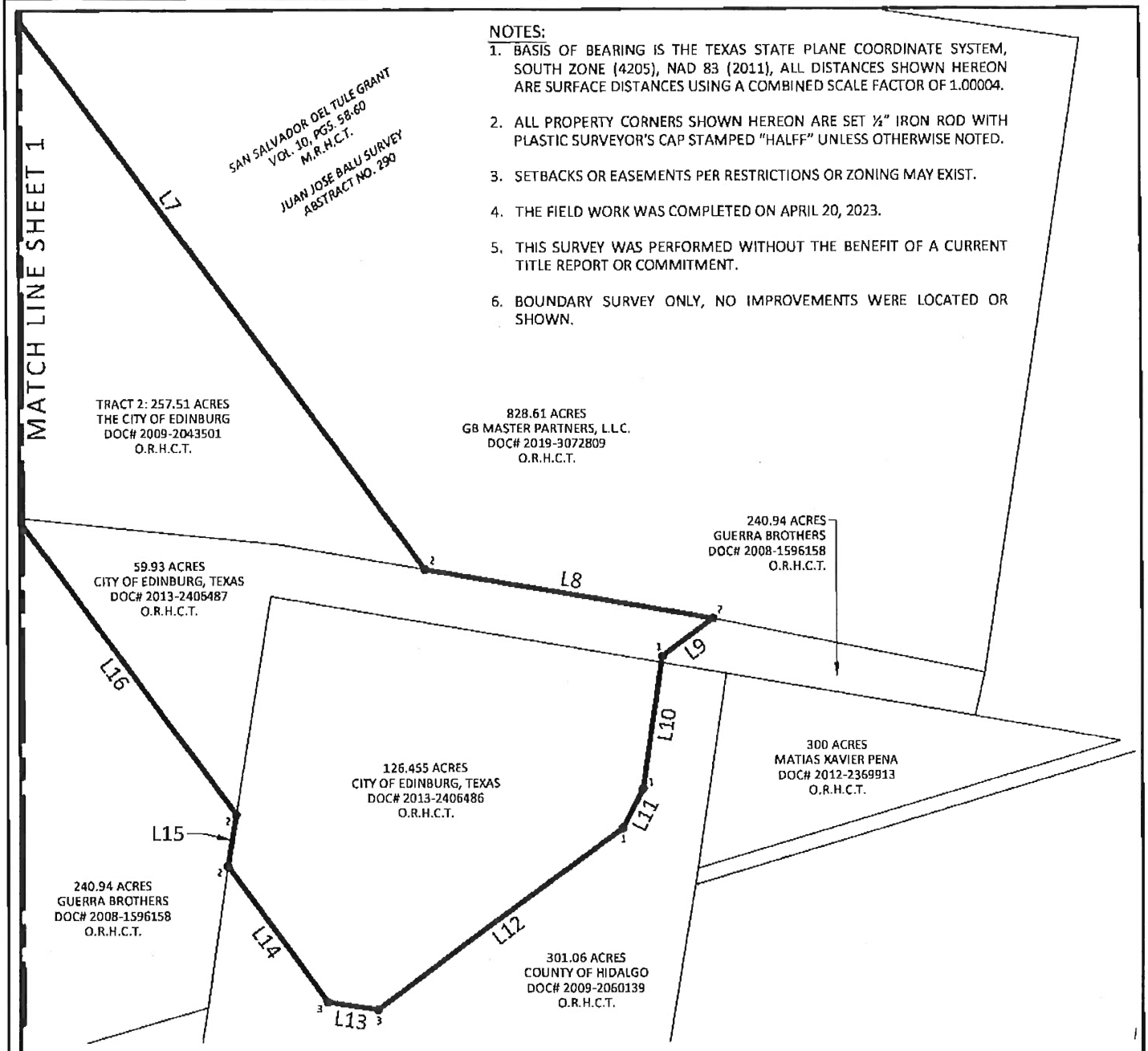
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DATE ISSUED: 5/3/2023

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NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
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5/3/23

JAMES W. RUSSELL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

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0 500' 1000' 2000'
SCALE: 1" = 1000'

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0200
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
600.885 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

PROJECT NO: 42064.007
DATE ISSUED: 5/3/2023

PAGE: 2 OF 5

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LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S81°12'58"E	4133.50'
L2	N08°20'01"E	56.36'
L3	S36°21'40"E	2879.61'
L4	N53°38'15"E	1049.92'
L5	N36°21'37"W	1598.43'
L6	N53°37'41"E	449.20'
L7	S36°22'12"E	6012.68'
L8	S80°14'38"E	1970.97'
L9	S53°46'36"W	430.29'
L10	S08°41'33"W	901.13'
L11	S27°11'11"W	297.86'
L12	S53°35'50"W	2048.20'
L13	N81°24'13"W	346.75'
L14	N36°14'54"W	1137.89'
L15	N09°14'15"E	350.17'
L16	N36°17'54"W	2481.25'
L17	N84°01'28"W	660.83'
L18	N81°22'10"W	2822.58'
L19	N09°18'44"E	1835.24'
L20	N80°52'00"W	1103.10'
L21	N26°05'35"E	985.73'
L22	N36°05'02"W	643.28'
L23	N38°20'30"W	109.29'
L24	N40°18'47"W	1204.94'
L25	N81°09'41"W	1865.66'
L26	N08°39'35"E	29.88'

LEGEND

- $\bullet_1$ = SET 1/2" IRON ROD WITH "HALFF" CAP
- $\bullet_2$ = FOUND 1/2" IRON ROD
- $\bullet_3$ = FOUND 5/8" IRON ROD
- $\bullet_4$ = FOUND 1" IRON PIPE
- $\bullet_5$ = FOUND 5/8" IRON PIPE
- P.O.B. = POINT OF BEGINNING
- O.R.H.C.T. = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- ——— X ——— = BARBED WIRE FENCE

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W Russell 5/3/23

JAMES W. RUSSELL DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444



halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7449
TEL (956) 664-0288
TBPELS SURVEYING FIRM #10194444

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600.885 ACRES
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JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
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PROJECT NO: 42064.007
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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ORDINANCES
Agenda Item No: 9.B.

1. **Agenda Item:**
Consider Ordinance Providing for the Voluntary Annexation of a 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and Further Being All of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Located at 17000 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 50.493-acre tract is currently vacant and is located at 17000 North I-69C. Utility services are provided by City of Edinburg. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste, and other City Departments will be provided.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter. The Texas Local Government Code requires a governing body to take action after the 5th day or before the 30th day after a petition is filed for Voluntary Annexation.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. The Petition for Voluntary Annexation was approved at the City Council meeting on September 19, 2023. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the October 3, 2023, regular meeting.

Currently, there is a series of undersized water lines providing adequate water services to the existing users in the area. In order to provide adequate services for future growth to this area, an 8-inch water line will need to be extended to the airport/490 area. Funding is currently in place for a water line extension project in collaboration with Texas Department of Transportation (TXDOT) that would provide adequate services for future growth in this area. On site sewage facilities will be required for sewer services on this area.

Adoption of this ordinance will conclude the Voluntary Annexation process.

The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

3. **Staff's Recommendation:**

Staff recommends approval of the ordinance for the Voluntary Annexation of a 29.87 acre tract of land consisting of 26.80 acres out of Lot 14, Block 1, John Closner Et Al Subdivision, and a strip of land 80 ft. wide, being all of the existing road right-of-way of South Raul Longoria Road.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:

A. Agenda Packet Attachments
B. Ordinance

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE # ANNX-2023-0009

To the Mayor and City Council:

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

43.078 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the remainder of that certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas

Mayra Ayala, City Manager
Owner's Name (Print)

Owner (Signature) Date

STATE OF TEXAS
COUNTY OF HIDALGO

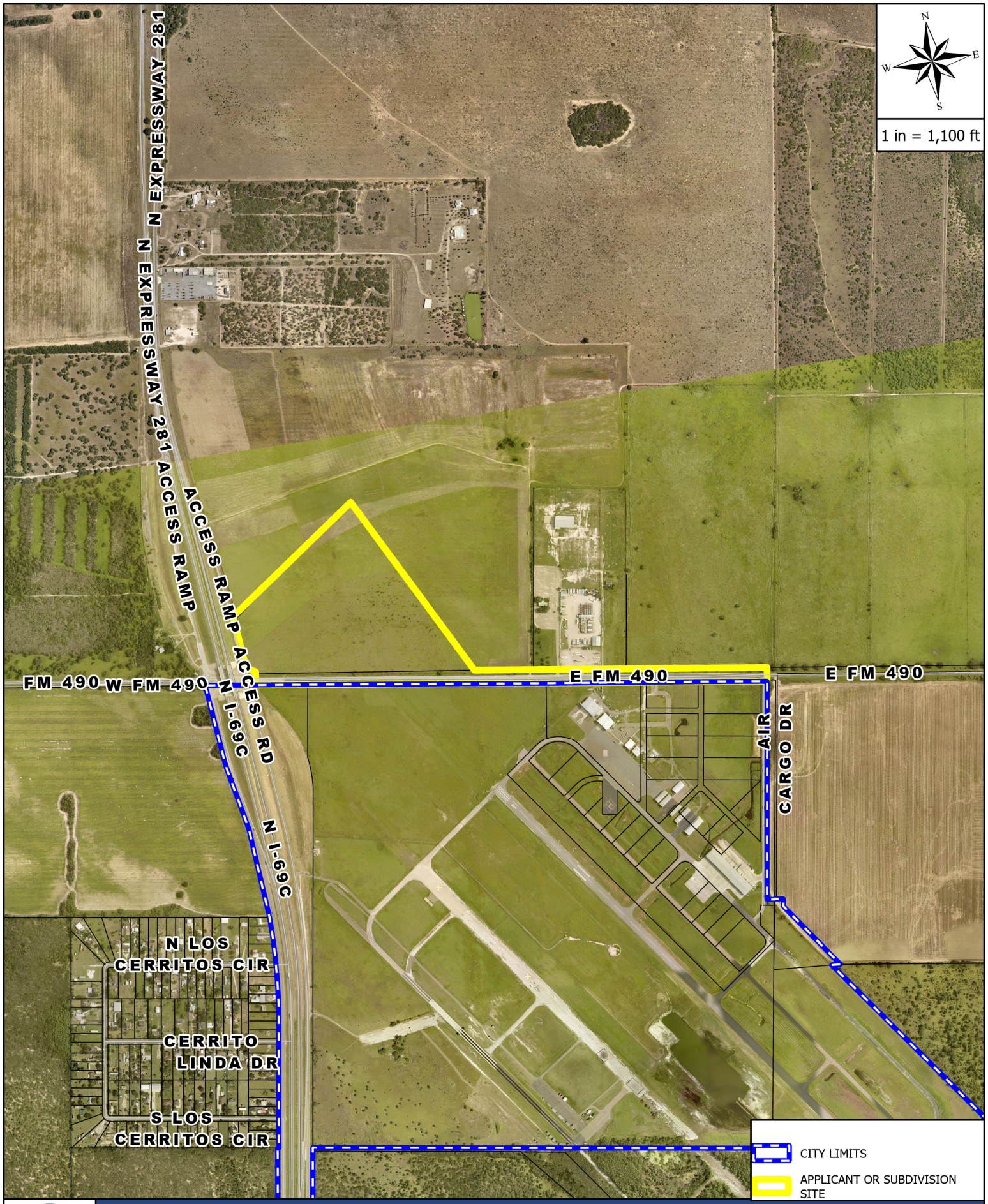
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Mayra Ayala, City Manager**, whom stated upon his oath the following:

My name is Mayra Ayala, City Manager, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the _____ day of _____, 20 _____ .

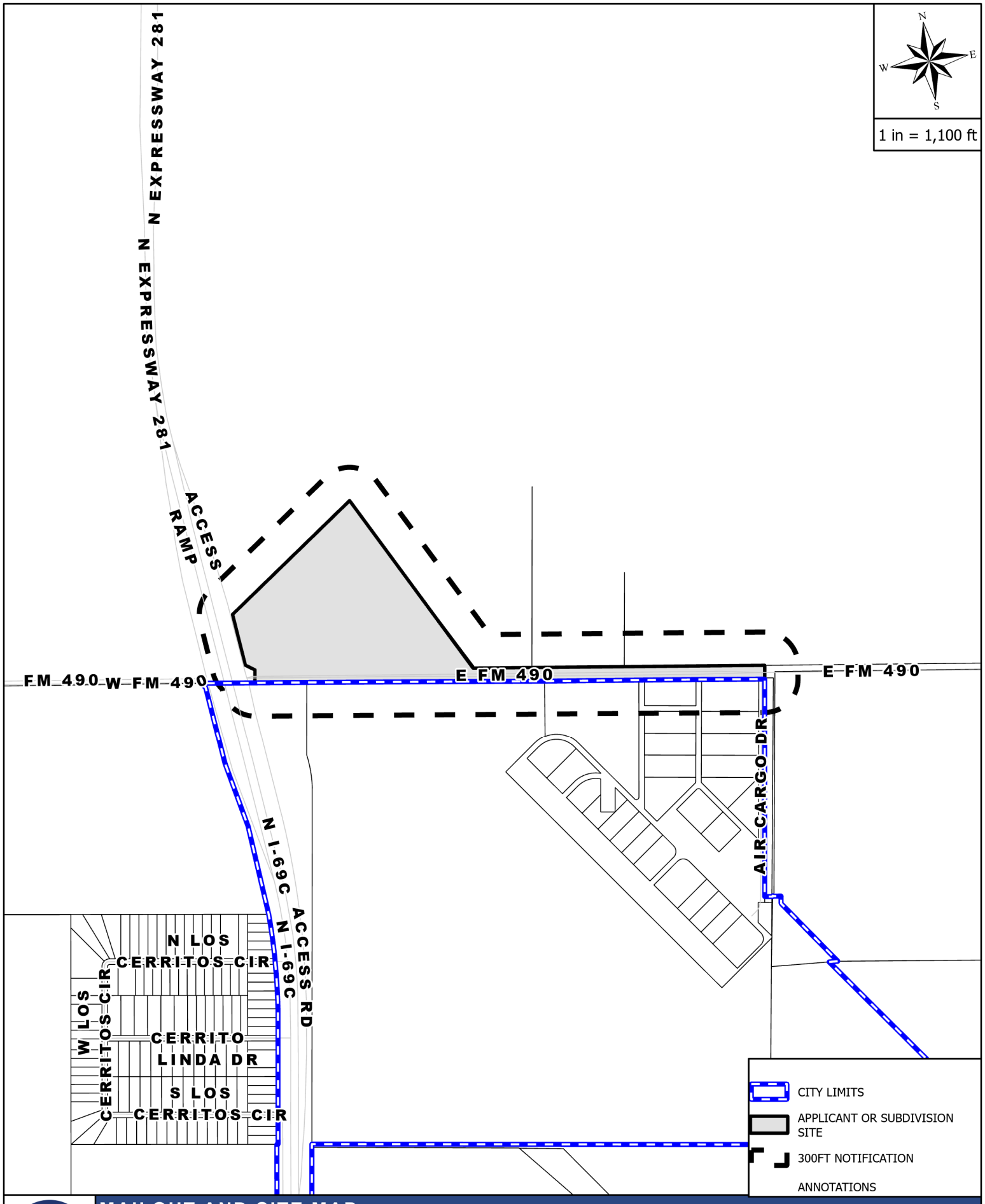
Notary Public in and for the State of Texas



AERIAL MAP **AERIAL**

APPLICANT AND/OR SUBDIVISION:

COE 50.49 ACRES ANNEXATION



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

COE 50.49 ACRES ANNEXATION

halff

LEGAL DESCRIPTION
50.493 ACRES
OF LAND

50.493 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas, the remainder of that certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas and a portion of F.M. Highway 490 right of way; said 50.493 acres being more particularly described as follows:

BEGINNING, at a found TxDOT Type II monument marking the northwesterly end of a cut back corner at the intersection of the northerly right of way line of F.M. Highway No. 490 with the easterly right of way line of U.S. Highway 281;

THENCE, North 05deg 24' 14" West, along the easterly right of way line of said U.S. Highway 281, a distance of 471.47 feet, to a found TxDOT Type II monument;

THENCE, leaving the easterly right of way line of said U.S. Highway 281 and along the boundary lines of the 43.078 acres, the following courses:

North 54deg 33' 45" East, a distance of 1,469.42 feet, to a set ½ inch iron rod with "HALFF" cap;
South 27deg 39' 19" East, a distance of 1,878.75 feet, to a set ½ inch iron rod with "HALFF" cap located in the northerly right of way line of said F.M. Highway No. 490;

THENCE, South 81deg 33' 47" East, along the northerly right of way line of F.M. 490, a distance of 2,646.85 feet, to a set ½ inch iron rod with "HALFF" cap;

THENCE, South 08deg 26' 13" West, crossing F.M. 490, a distance of 70.00 feet, to a set ½ inch iron rod with "HALFF" cap located in the southerly right of way line of F.M. 490;

THENCE, North 81deg 33' 47" West, along the southerly right of way line of said F.M. Highway No. 490, a distance of 4,614.06 feet, to a set ½ inch iron rod with "HALFF" cap;

THENCE, North 08deg 26' 13" East, crossing F.M. 490, a distance of 70.00 feet to a found ½ inch iron rod marking the southeasterly end of a cut back corner at the intersection of the northerly right of way line of F.M. Highway No. 490 with the easterly right of way line of U.S. Highway 281;

THENCE, North 55deg 33' 01" West, along said cut back corner, a distance of 95.69 feet, to the **POINT OF BEGINNING** and containing 50.493 acres (2,199,474 square feet) of land, more or less.

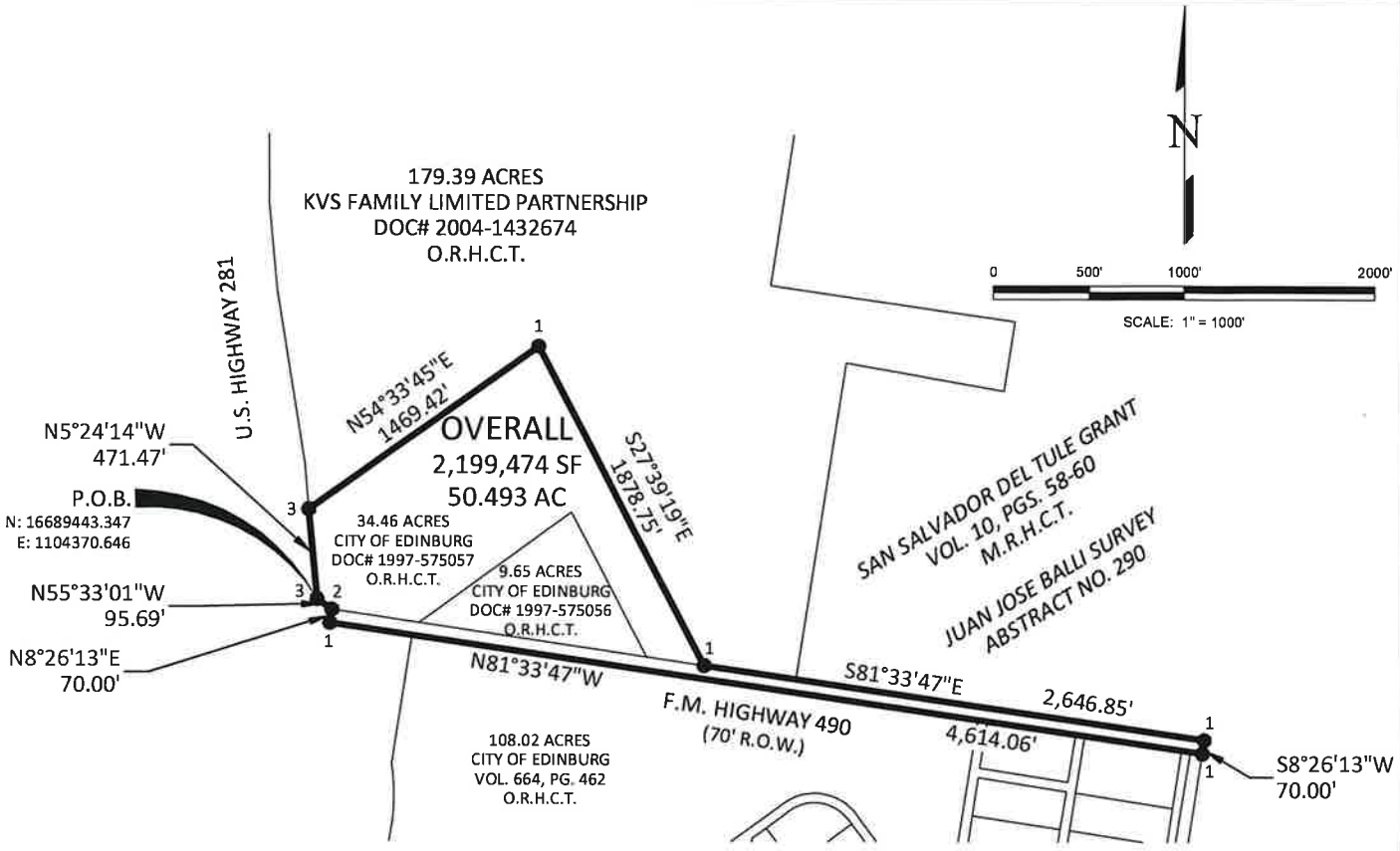
Basis of bearings is the Texas State Plane Coordinate System, South Zone (4205), NAD 83 (2011).

James W Russell 8/22/23

James W. Russell
Registered Professional Land Surveyor No. 4230
T.B.P.E.L.S. Firm No. 1019444



5000 W. Military Highway, Suite 100, McAllen, TX 78503 | **halff.com**



NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

James W Russell 8/22/23

JAMES W. RUSSELL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

LEGEND

- ●1 = SET 1/2" IRON ROD WITH "HALFF" CAP
- ●2 = FOUND 1/2" IRON ROD
- ●3 = FOUND TXDOT TYPE II MONUMENT
- P.O.B. = POINT OF BEGINNING
- O.R.H.C.T. = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- —— X —— = BARBED WIRE FENCE

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
50.493 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

PROJECT NO: 42064.007
DATE ISSUED: 8/22/2023
PAGE: 1 OF 2

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August 22, 2023, 11:40:24 AM, ah4424

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
July 21, 2023 September 19, 2023	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
September 19, 2023	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for October 3, 2023. (14 days)	TGC 43.0671
September 19, 2023 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **September 19, 2023**, for publication **September 22, 2023** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
September 22, 2023	Legal notice for Public Hearing Published for the date of **October 3, 2023** (14 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 3, 2023	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 3, 2023	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 50.493 ACRES OF LAND IN THE JUAN JOSE BALLI SURVEY, ABSTRACT NUMBER 29, HIDALGO COUNTY, TEXAS AND BEING A PORTION OF THE SAN SALVADOR DEL TULE GRANT, A SUBDIVISION RECORD ACCORDING TO THE MAP OR PLAT THEREOF RECODED IN VOLUME 10, PAGES 58-60, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND FURTHER BEING ALL OF THAT CERTAIN CALLED 9.65 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 1997-575056, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND THE REMAINDER OF THAT CERTAIN CALLED 34.46 ACRES OF LAND CONVEYED TO THE CITY OF EDINBURG, AS DESCRIBED IN DOCUMENT NUMBER 1997-575057, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND A PORTION OF F.M. HIGHWAY 490 RIGHT OF WAY, BEING LOCATED AT 17000 NORTH I-69C., AS REQUESTED BY CITY OF EDINBURG, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on September 19,2023, the City Council accepted a petition from City of Edinburg, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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

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

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by a 50.493 acres of land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision record according to the map or plat thereof recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the remainder of that certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a portion of F.M. Highway 490 right of way, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VII: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

halff

EXHIBIT A

LEGAL DESCRIPTION
50.493 ACRES
OF LAND

50.493 acres of land located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and being a portion of the San Salvador Del Tule Grant, a subdivision of record according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and further being all of that certain called 9.65 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575056, Official Records of Hidalgo County, Texas, the remainder of that certain called 34.46 acres of land conveyed to the City of Edinburg, as described in Document Number 1997-575057, Official Records of Hidalgo County, Texas and a portion of F.M. Highway 490 right of way; said 50.493 acres being more particularly described as follows:

BEGINNING, at a found TxDOT Type II monument marking the northwesterly end of a cut back corner at the intersection of the northerly right of way line of F.M. Highway No. 490 with the easterly right of way line of U.S. Highway 281;

THENCE, North 05deg 24' 14" West, along the easterly right of way line of said U.S. Highway 281, a distance of 471.47 feet, to a found TxDOT Type II monument;

THENCE, leaving the easterly right of way line of said U.S. Highway 281 and along the boundary lines of the 43.078 acres, the following courses:

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South 27deg 39' 19" East, a distance of 1,878.75 feet, to a set ½ inch iron rod with "HALFF" cap located in the northerly right of way line of said F.M. Highway No. 490;

THENCE, South 81deg 33' 47" East, along the northerly right of way line of F.M. 490, a distance of 2,646.85 feet, to a set ½ inch iron rod with "HALFF" cap;

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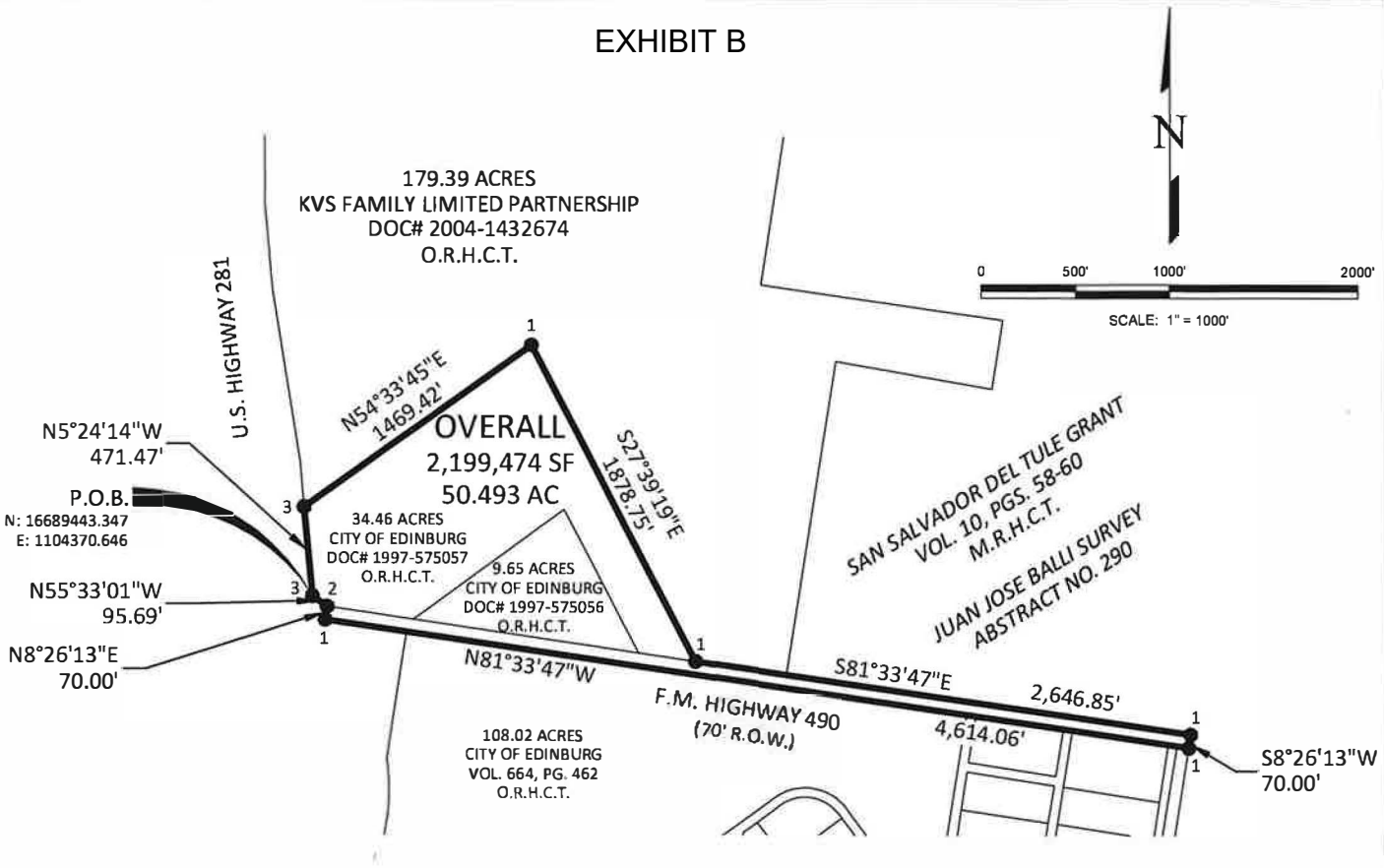
Basis of bearings is the Texas State Plane Coordinate System, South Zone (4205), NAD 83 (2011).

James W Russell 8/22/23

James W. Russell
Registered Professional Land Surveyor No. 4230
T.B.P.E.L.S. Firm No. 1019444



EXHIBIT B



NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00004.
2. ALL PROPERTY CORNERS SHOWN HEREON ARE SET ½" IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "HALFF" UNLESS OTHERWISE NOTED.
3. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.
4. THE FIELD WORK WAS COMPLETED ON APRIL 20, 2023.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR COMMITMENT.
6. BOUNDARY SURVEY ONLY, NO IMPROVEMENTS WERE LOCATED OR SHOWN.

I, JAMES W. RUSSELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY.

8/22/23

JAMES W. RUSSELL — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4230
T.B.P.E.L.S. NO. 10194444

LEGEND

- ●1 = SET 1/2" IRON ROD WITH "HALFF" CAP
- ●2 = FOUND 1/2" IRON ROD
- ●3 = FOUND TXDOT TYPE II MONUMENT
- P.O.B. = POINT OF BEGINNING
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- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- ——— X ——— = BARBED WIRE FENCE

STATE OF TEXAS
REGISTERED
JAMES W. RUSSELL
4230
PROFESSIONAL
LAND SURVEYOR

halff
5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503-7446
TEL (956) 664-0286
TBPELS SURVEYING FIRM #10194444

EXHIBIT OF
50.493 ACRES
SAN SALVADOR DEL TULE GRANT
JUAN JOSE BALLI SURVEY, ABSTRACT NO. 290
ABSTRACT INFORMATION 2

PROJECT NO: 42064.007
DATE ISSUED: 8/22/2023

PAGE: 1 OF 2

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ORDINANCES
Agenda Item No: 9.C.

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "University Drafthouse Beerfest 2023" to be Held on Saturday, October 14, 2023, at the Edinburg Economic Development Corporation Promenade Area Located at 501 W. McIntyre Street. as Requested by the Edinburg Chamber of Commerce and University Draft House. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "University Drafthouse Beerfest 2023" to be held on Saturday, October 14, 2023, at the Edinburg Economic Development Corporation Promenade area located at 501 W. McIntyre Street.

The event will start at 5:00 p.m. and end at approximately 11:00 p.m. This request is being coordinated with several City Departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department and the County of Hidalgo.

The applicant is requesting a waiver of fees associated with this event. The applicant has provided an insurance policy reflecting the City as the Certificate Holder for this event. Approval of this event will require the applicant to sign a Hold Harmless Agreement.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for the "University Drafthouse Beerfest 2023" to be held on Saturday, October 14, 2023 at the Edinburg Economic Development Corporation Promenade area located at 501 W. McIntyre Street.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachment
B. BeerFest Ordinance
C. Hold Harmless Agreement

MEETING DATES:
CITY COUNCIL – 10/03/2023
DATE PREPARED – 09/19/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "University Drafthouse Beerfest 2023"
APPLICANT:	The Edinburg Chamber of Commerce and University Draft House
AGENT:	N/A
LEGAL:	Edinburg Townsite all bk 213 n 125' bk 228 & McIntyre St lying between bk 228 & bk 213
LOCATION:	Located at 501 West McItyre Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Economic Development Promenade Area
PROPOSED USE OF PROPERTY:	Outdoor Event "Food and Beer Festival"
EXISTING LAND USE/ ADJACENT ZONING:	North – Down Town District (DT) District South – Down Town District (DT) District East - Down Town District (DT) District West - Down Town District (DT) District
LAND USE PLAN DESIGNATION:	Commercial
ACCESS AND CIRCULATION:	This property has access onto 7th Street a two (2) lane collector roadway
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for "University Drafthouse Beerfest 2023" A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT
"UNIVERSITY DRAFTHOUSE BEERFEST 2023"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "University Drafthouse Beerfest 2023" event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday – October 14, 2023 – 5:00 p.m. to 11:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from West University Drive and various other intercity streets in the Downtown District.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

6. **Site Restoration:** The applicant will maintain and clear the property.

7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

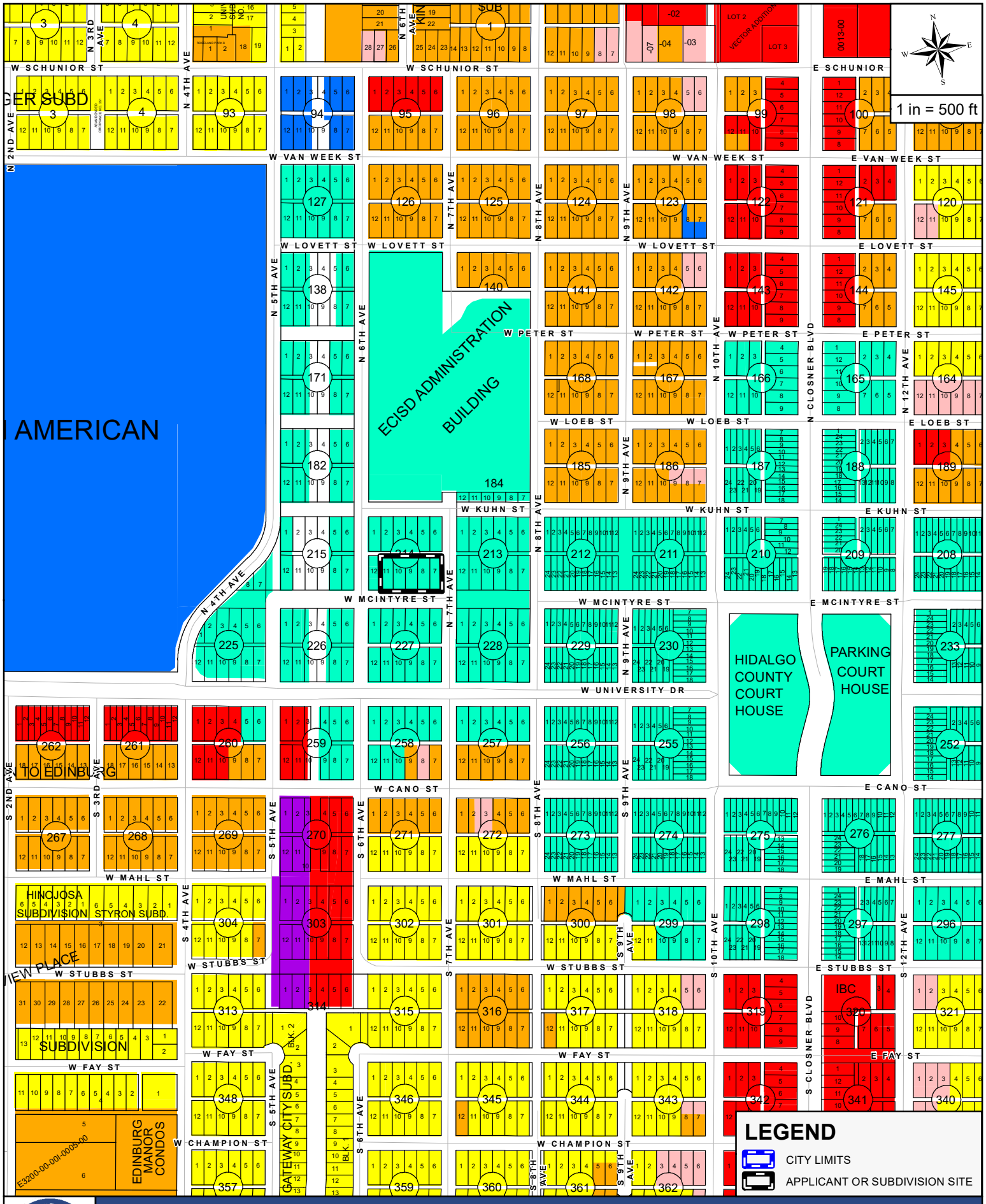
9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

UNIVERSITY DRAFTHOUSE BEERFEST 2023



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

UNIVERSITY DRAFTHOUSE BEERFEST 2023



SITE MAP

APPLICANT AND/OR SUBDIVISION:

UNIVERSITY DRAFTHOUSE BEERFEST 2023

August 2, 2023

Mayra Ayala
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

Dear Ms. Ayala:

University Drafthouse together with the Edinburg Chamber of Commerce and the Edinburg Arts Foundation are excited to announce the preparation for University Drafthouse Beerfest 2023 in Edinburg. The University Draft House Beer Fest is the most sought-after Beer Festival in the Rio Grande Valley! Citizens will experience an array of unique casks, one-of-a-kind collaborations, and your favorite porters, stouts, pilsners, ales, wheats, Belgians, ciders, and lagers to name a few. Citizens will also taste delicious food from some of the best local restaurants in the area. The ticket includes live music, interactive games, a wine garden, food and so much more. The best part is every ticket will benefit the Art Foundation Programs and the Edinburg Chamber/ CVB Hospitality programs.

We would like to request a special use permit for University Drafthouse Beerfest to be held Saturday, October 14, 2023, at the McIntyre Promenade located at 201 N. 7th Avenue. The event hours of operations will be from 6:00 p.m. till 11:00 p.m. on Saturday. With an event of this caliber, we would also like city support from staffing and equipment to continue our partnership and request waivers of fees to help make this event successful. We would need the following support from city departments including Police Officers/ equipment, Fire Dept Staff/ Equipment, Parks Staff/ Equipment, Library Staff/ Equipment, Public Works Staff/ Equipment, and Solid Waste Staff/ Equipment.

University Drafthouse Beerfest Committee will continue to work closely with City of Edinburg Staff, Fire Department, and Police Department on all the details within the coming weeks to make sure we have a safe and fun event. Again, thank you for your continued support of this event over the years. If you have any questions concerning University Drafthouse Beerfest 2023, please call me.

Sincerely,

Sony Rego
Owner/ Event Director
University Drafthouse

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: **September 13, 2023** ENERGOV CASE #: _____

1. Type of Event: **Beer and Food Festival**
2. Name of Event: **University Drafthouse Beerfest 2023** Phone: **(956) 383-4974**
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☐ NO

   If fundraiser, please state use of proceeds: Edinburg Arts Foundation and Edinburg Chamber
4. Contact Name: **Ronnie Larralde**
5. Mailing Address: **602 W. University Dr. Edinburg TX 78539**
6. Email: **chamber@edinburg.com**
7. Address/Location of Event: **McIntyre Promenade located at 201 N. 7th Avenue**
8. Legal Description of Property: **McIntyre Promenade located at 201 N. 7th Avenue**
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: **6:00 p.m. till 11:00 p.m. on Saturday October 14, 2023**

Ronnie Larralde
Name (Please type or print

Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE "UNIVERSITY DRAFTHOUSE BEERFEST 2023, TO BE HELD SATURDAY, OCTOBER 14, 2023, AT THE EDINBURG ECNOMIC DEVELOPMENT CORPORATION PROMENADE AREA LOCATED AT 501 W. MCINTYRE, AND EDINBURG TOWNSITE ALL BK 213 N 125' BK 228 & MCINTYRE ST LYING BETWEEN BK 228 & BK 213, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF

WHEREAS, The Edinburg Chamber of Commerce and University Draft House, have applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the "University Drafthouse Beerfest 2023" to be held on Saturday, October 14, 2023; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to the The Edinburg Chamber of Commerce and University Draft House for the "University Drafthouse Beerfest 2023"to be held at 501 W. McIntyre, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 14, 2023, from 5:00 p.m. to 11:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West University Drive and various other intercity streets in the Downtown District.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off container(s) from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** There will be a PA system during the event along with live entertainment. The noise will be minimal and will conclude at 11:00 p.m.

7. **Site Restoration:** The applicant will maintain and clear the property and City ROW.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant(s) and the City.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food will be provided at the event.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 3rd day of October 2023, by and between the City of Edinburg, the Edinburg Economic Development Corporation, Edinburg Chamber of Commerce and The University Drafthouse.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Edinburg Chamber of Commerce and The University Drafthouse, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the following:

- The CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (City)
- The Edinburg Economic Development Corporation, a nonprofit economic development corporation established under the laws of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (EEDC)

(collectively referred to as Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted October 3, 2023 for the ""University Drafthouse Beerfest 2023" to be held on Saturday, October 14, 2023 from 5:00 P.M. to 11:00 P.M. at the Edinburg Economic Development Promenade area located at 201 North 7th Street, Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 3rd day of October, 2023.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

BY: _____
Veronica Gonzales, President

APPROVED AS TO FORM
OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

Edinburg Chamber of Commerce
University Drafthouse
Indemnitor

BY: _____
Ronnie Larralde,
Edinburg Chamber of Commerce

BY: _____
Sony Rego,
University Draft House

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ORDINANCES
Agenda Item No: 9.D.

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermese" to be Held Saturday, October 14, 2023, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "Sacred Heart Catholic Church Annual Kermese" to be Held Saturday, October 14, 2023, the event will start at 7:00 a.m. and end at approximately 11:30 p.m. This event will be held at the Sacred Heart Catholic Church grounds, 216 N. 16th Street.

The proceeds from the "Sacred Heart Catholic Church Annual Kermese" will go to Sacred Heart Catholic Church.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermese" for this event is subject to City Council approval.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachments
B. Ordinance Sacred Heart
C. Hold Harmless Agreement

CITY COUNCIL 10/03/2023
DATE PREPARED 9/27/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit and Waiver of Application Fee for the "Sacred Heart Catholic Church Annual Kermese"
APPLICANT:	Deacon Raul Rangel
AGENT:	N/A
LEGAL:	Sacred Heart Catholic Church
LOCATION:	216 N. 16th Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Sacred Heart Catholic Church
PROPOSED USE OF PROPERTY:	"Sacred Heart Catholic Church Annual Kermese"
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East - Residential Primary (RP) District West - Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Suburban/Downtown (D) District
ACCESS AND CIRCULATION:	This property has access onto McIntyre Street
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for the "Sacred Heart Catholic Church Annual Kermese". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"SACRED HEART CATHOLIC CHURCH ANNUAL KERMESE"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. The "Sacred Heart Catholic Church Annual Kermese" consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
   Saturday – October 14, 2023 – 7:00 a.m. to 11:30 p.m.
   The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from McIntyre Street

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

7. **Site Restoration:** Event Volunteers will maintain and clear the property.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** "Sacred Heart Catholic Church Annual Kermese" will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: 9-27-2023 ENERGOV CASE #: _____

1. Type of Event: Fall Festival (Kermesse)
2. Name of Event: Kermesse Phone: 956-330-4582
3. Fundraising Event? [X] YES [ ] NO Does Event Sponsor have IRS 501(c)(3) status? [ ] YES [X] NO

   If fundraiser, please state use of proceeds: _____
4. Contact Name: Raul Rangel
5. Mailing Address: 402 W. Orange Ave
6. Email: 6rrangel6@gmail.com
7. Address/Location of Event: 504 E. Kuhn St
8. Legal Description of Property: Sacred Heart Church
9. Present Land Use Church Zoning District: _____
10. Days & Hours of Event: October 14, 2023 4:00pm - 11:00pm Prep Time 7:00am - 12:00 am

Raul Rangel (Name (Please type or print)) Raul Rangel (Signature)

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

N 16th Ave
N 15th Ave
E Kuhn St
E McIntyre St
N 14th Ave
Parking
Parking
Parking
Parking
© 2018 Google
© 2018 INEGI

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A TEMPORARY SPECIAL USE PERMIT FOR THE "SACRED HEART CATHOLIC CHURCH ANNUAL KERMES", TO BE HELD ON SATURDAY, OCTOBER 141, 2023, BEING EDINBURG ORIGINAL TOWNSITE, BLOCK 319, LOTS 1-5, LOCATED AT 216 N. 16TH STREET AT SACRED HEART CATHOLIC CHURCH, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Sacred Heart Catholic Church is requesting a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the "Sacred Heart Catholic Church Annual Kermese" to be Held Saturday, October 14, 2023; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 14, 2023 from 7:00 a.m. to 11:30 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from McIntyre Street.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event if necessary.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

7. **Site Restoration:** The applicant will maintain and clear the property.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The festival will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A Hold Harmless Agreement will be signed and provided by the Organizers of the event.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

11. The special use permit may be revoked by City Council for any violations of City and TABC regulations.

is hereby ratified.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM P.C.

By: _____
Omar Ochoa
City Attorney

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 3rd day of October, 2023, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Sacred Heart Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Sacred Heart Catholic Church, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted October 3, 2023 for the "Sacred Heart Catholic Church Annual Kermese" to be held Saturday, October 14, 2023 at Located at 216 N. 16th Street at Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5 Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 3rd day of October, 2023.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

"Sacred Heart Catholic Church Annual Kermese"

Indemnitor

By: _____
Omar Ochoa, City Attorney

BY: _____
Sacred Heart Catholic Church

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ORDINANCES
Agenda Item No: 9.E.

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the 15th Annual "Love Your Cha-Chas" 5K Run/Walk to be Held on Saturday, October 28, 2023, Being a portion of Lot 10, Block 271, Texas-Mexican Railway Company's Survey, Located 1800 Mark S. Pena Drive, at Richard Flores Stadium as Requested by JoAnne Perez Pena. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the 15th Annual "Love Your Cha Chas" 5K Run/Walk to be held Saturday, October 28, 2023, at 1800 Mark S. Pena Drive or more commonly known as Richard R. Flores Stadium.

The event will start at 5:00 am and end at approximately 12:00 p.m. This request is being coordinated with several City Departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department and the County of Hidalgo.

The applicant is requesting a waiver of fees associated with this event. The applicant has provided an insurance policy reflecting the City as the Certificate Holder for this event. Approval of this event will require the applicant to sign a Hold Harmless Agreement.

The proceeds from the 15th Annual "Love Your Cha-Chas" 5K Run/Walk will go to DHR Cancer Foundation.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for the 15th Annual "Love Your Cha-Chas" 5K Run/Walk.

Reviewed by:

Prepared by:
Jaime Acevedo
Director of Planning and Zoning

Attachments:
A. Agenda Packet Attachment
B. Ordinance Love your Cha Chas
C. Hold Harmless Agreement

MEETING DATES:
CITY COUNCIL – 10/03/2023
DATE PREPARED – 09/19/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "15th Annual Love your Cha-Cha's"
APPLICANT:	Joanne Perez Pena
AGENT:	N/A
LEGAL:	Being a portion of Lot 10, Block 271, Texas-Mexican Railway Company's Survey
LOCATION:	Located at 1800 Mark S. Pena Drive
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Richard R. Flores Stadium
PROPOSED USE OF PROPERTY:	5 K Run/Walk
EXISTING LAND USE/ ADJACENT ZONING:	North – Suburban Residential (S) District South – Suburban Residential (S) District East - Mobile Home Residential (MH) District West - Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Stadium
ACCESS AND CIRCULATION:	This property has access from Mark S. Pena Drive and Dawson Drive, both a two (2) lane collector roadway
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for "15th Annual Love your Cha-Cha's" A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT
"15TH ANNUAL LOVE YOUR CHA CHAS" 5K RUN/WALK

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "15th Annual Love Your Cha-Chas" consist of a 5K Run/Walk event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday – October 28, 2023 – 5:00 a.m. to 12:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from Mark S. Pena Drive.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

6. **Site Restoration:** The applicant will maintain and clear the property.

7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

SPONSORED BY DHR Health

SUPPORTED BY THE CITY OF Edinburg

BENEFITING THE RENAISSANCE CANCER FOUNDATION

XV años

It's a Quince!

LOVE YOUR CHA CHAS 5K

FIESTA

FOR BREAST CANCER AWARENESS

SATURDAY, OCTOBER 28, 2023 8:00 AM

RICHARD FLORES STADIUM IN EDINBURG

REGISTRATION DEADLINE FOR SHIRT: OCTOBER 1

loveyourchachas.redpodium.com/love-your-cha-chas-5k-fiesta-2023

IN-PERSON REGISTRATION AT VALLEY RUNNING COMPANY IN MCALLEN

REGISTRATION FEES:

- $25 - WALKERS & RUNNERS (NO TIME CHIP)
- $15 - BREAST CANCER SURVIVORS
- TEAMS OF 10+ PLEASE CONTACT JOANNE

RACE PACKET INCLUDES:

- T-SHIRT (MUST REGISTER BY SUNDAY, OCTOBER 1)
- CUSTOM EVENT RACE BIB (FIRST 1,000 TO REGISTER)
- FINISHER'S MEDAL (1st 1,000 TO CROSS FINISH LINE)

CA$H PRIZES FOR MOST CREATIVE TEAM (10 PEOPLE OR MORE)

$200 - 1st PLACE

$100 - 2nd PLACE

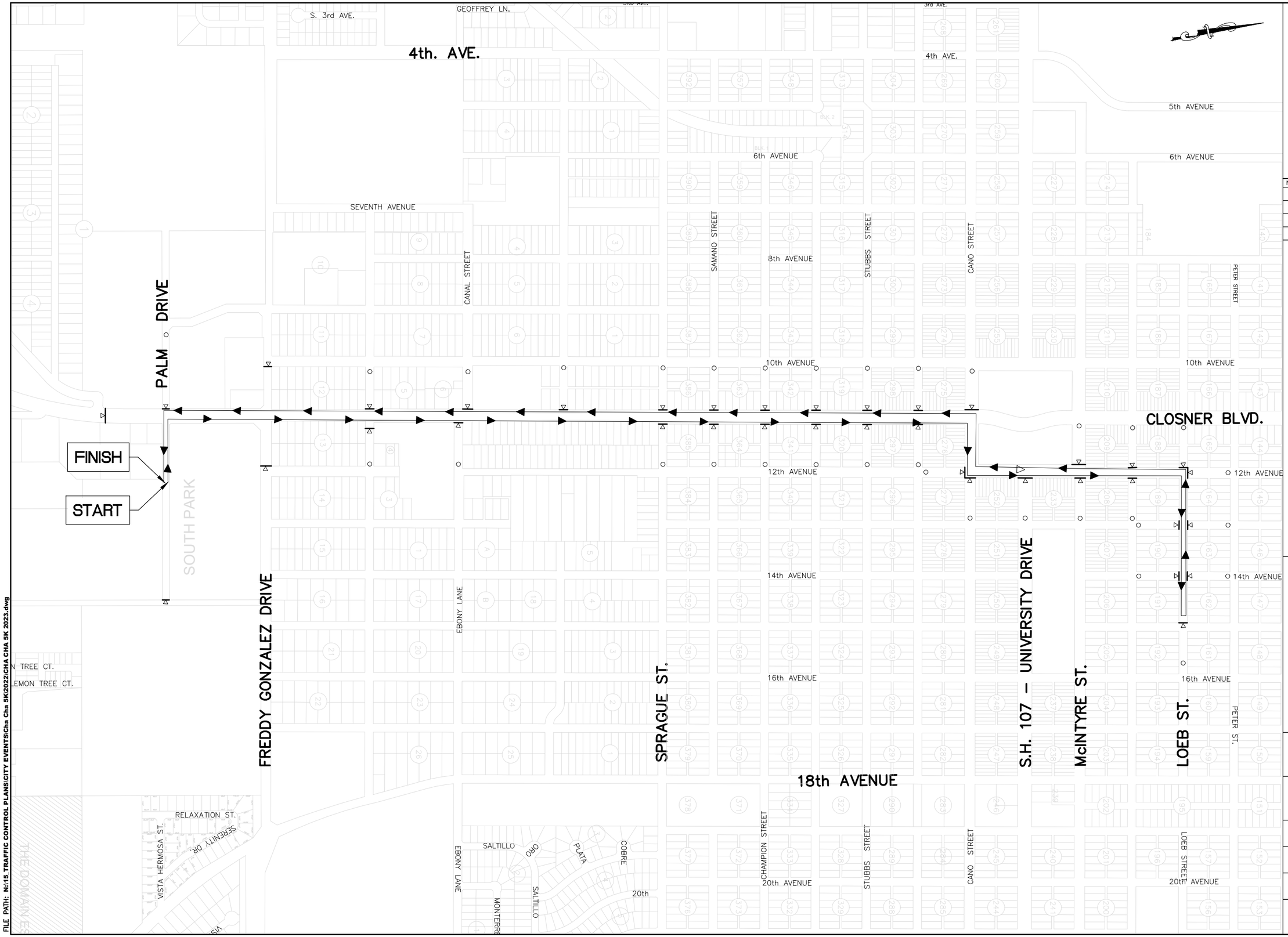
$50 - 3rd PLACE



INDIVIDUAL TROPHIES FOR MOST SPIRITED:

- MALE
- FEMALE

QUESTIONS? Contact Joanne Perez (956) 533-0458 joanneperez1985@gmail.com



THE CITY OF EDINBURG TEXAS

NO.	DATE	ISSUE/REVISION	APP.

Legend:

- ROAD CLOSED △
- ROAD CLOSED TO THROUGH TRAFFIC ○
- TYPE II BARRICADE ——
- ROUTE →

STATE OF TEXAS
PATIRIZIA I. LONGORIA
105066
LICENSED
PROFESSIONAL ENGINEER

TRAFFIC CONTROL

LOVE YOUR CHACHAS 2023

REQUESTED BY: PUBLIC WORKS

DATE: OCTOBER 2023

CREATED BY: ENGINEERING

DRAWING SCALE: NTS
HORIZ: NTS
VERT: NTS

SHEET - **OF** -

FILE PATH: N:\15 TRAFFIC CONTROL PLANS\CITY EVENTS\Cha Cha 5K\2022\CHA CHA 5K 2023.dwg

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: 8-20-2023 **ENERGOV CASE #:** _____

1. Type of Event: 5K walk / Run RACE
2. Name of Event: Love your chachas Phone: (956)533-0458
3. Fundraising Event? [✓] YES [ ] NO Does Event Sponsor have IRS 501(c)(3) status? [✓] YES [ ] NO
   If fundraiser, please state use of proceeds: DHR cancer foundation
4. Contact Name: JoAnne Perez
5. Mailing Address: 11501 N. Bentsen Rd, McAllen, TX
6. Email: joanneperez1985@gmail.com
7. Address/Location of Event: Richard Flores Stadium, 1800 S. Stadium Dr.
8. Legal Description of Property: A football stadium parking lot
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: 5:30 AM till 11:00 AM

JoAnne Perez
Name (Please type or print

Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE "15TH ANNUAL LOVE YOUR CHA-CHAS" 5K RUN/WALK, TO BE HELD SATURDAY, OCTOBER 28, 2023, LOCATED AT 1800 MARK S. PEÑA DRIVE, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, JoAnne Perez Peña has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the "15th Annual Love Your Cha-Chas" 5K Run/Walk to be held on Saturday, October 28, 2023; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to JoAnne Perez Peña for the "15th Annual Love Your Cha-Chas" 5K Run/Walk to be held on October 28, 2023, located at 1800 Mark S. Peña Drive, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, October 28, 2023 from 5:00 a.m. to 12:00 p.m. The days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from Closner Blvd. and various other intercity streets in the Downtown District.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off container(s) from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** There will be a PA system at the beginning and the ending of the race/walk at the Richard R Flores Stadium. The noise will be minimal and will conclude at 12:00 p.m.

7. **Site Restoration:** The applicant will maintain and clear the property and City ROW.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food will be provided at the event.

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

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

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

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

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

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

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 3rd day of October, 2023, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and JoAnne Perez Peña, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

JoAnne Perez Peña shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the Temporary Special Use Permit granted on October 3, 2023 for the "15th Annual Love Your Cha-Chas" 5K Run/Walk to be held on Saturday, October 28, 2023, Commencement located at 1800 Mark S. Pena Drive, Edinburg, Hidalgo County, Texas. JoAnne Perez Peña shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a Temporary Special Use Permit on October 3, 2023 for the "15th Annual Love Your Cha-Chas" 5K Run/Walk to be held on Saturday, October 28, 2023, 1800 Mark S. Pena Drive, Hidalgo County, Texas.

EXECUTED this the 3rd day of October, 2023.

CITY OF EDINBURG

BY: _____
Myra Ayala, City Manager

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

"15th Annual Love Your Cha-Cha's"

By:_____
Omar Ochoa, City Attorney

By: _____
JoAnne Perez Peña

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.A.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Public Works Department, and the Lower Rio Grande Valley Regional Texas Pollutant Discharge Elimination System TPDES Stormwater Task Force Partnership, Inc. for Preparation of a (TPDES) Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
The current MS4 plan will expire at the end of 2024. This Memorandum of Agreement (MOA) is to provide collaboration between the Edinburg Public Works Department, and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc. in order to initiate the renewal of the City of Edinburg Stormwater Management Program required for the next permitting cycle beginning January 2025.

This Memorandum of Agreement is between the City of Edinburg and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc., a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

The term of this agreement shall be effective October 01, 2023 and will continue to be in effect unless superseded by an updated, signed memorandum of understanding.

Funding in the amount of $8,000, is budgeted through the FY 2023- 2024 General Fund Operating Budget.
FY 2023-2024 Fiscal Year - Public Works Rental & Contractual - General Fund

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Public Works Department, and the Lower Rio Grande Valley Regional Texas Pollutant Discharge Elimination System TPDES Stormwater Task Force Partnership, Inc. for Preparation of a (TPDES) Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force.

Reviewed by:

Prepared by:
Vincent A. Romero
Director of Public Works

Attachments:

A. Memorandum of Agreement

MEMORANDUM OF AGREEMENT
by and between
CITY OF EDINBURG
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed "**MOA**") is entered into by and between **CITY OF EDINBURG,** a political subdivision of the State of Texas (hereafter referred to as "**CITY**") and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as "**TASK FORCE**"), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

1.01 **CITY** and **TASK FORCE** agree to enter into this **MOA** as a manner by which **TASK FORCE** can actively participate in this **CITY'S** effort to respond and comply with the *Texas Commission on Environmental Quality* ("TCEQ") *TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. **CITY** desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide **CITY** with:

A. A cost-effective approach in developing its Stormwater MS4 program.

B. A regional strategy to assure local resources are shared and utilized effectively.

C. Compliance support to include technical, administrative, and training tasks.

1.02 **TASK FORCE** desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System ("TPDES") Stormwater Permit Application, since such participation will provide **TASK FORCE** with an avenue for students and stakeholders to:

A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.

C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,

D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2
TERM

2.01 *Fixed Term*: This **MOA** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOA**.

2.02 *Extension*: Upon written, mutual consent of **CITY** and **TASK FORCE**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

2.03 *Cancellation*: This **MOA** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3
CONSIDERATION

3.01 *Fee*: **CITY** agrees to pay **TASK FORCE $8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **TASK FORCE** and delivered at the address indicated in Section 5.01 of this **MOA**. Payment must be made within fourteen (14) days after execution of this **MOA**. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **TASK FORCE**, will result in this **MOA** terminating.

SECTION 4
RIGHTS AND DUTIES

4.01 The following rights and duties will be held or performed by **CITY**:

A. **CITY** will provide information and documentation requested by **TASK FORCE** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **TASK FORCE**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **TASK FORCE** associated with this item 4.01(A), if

necessary.

B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ**.**

C. The **CITY** may make recommendations to **TASK FORCE**.

E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

A. Governance:

1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.

2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
   a. Regional Stormwater Management Program (SWMP) Plan
   b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.

3. **TASK FORCE** shall provide guidance.

B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.

C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.

D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.

E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOA** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

SECTION 5
MISCELLANEOUS

5.01 *Addresses*: Fee payment or notices required under this **MOA** may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is

deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **TASK FORCE** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY:

City of Edinburg
Robert Valenzuela
P.O. Box 1079
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-8211
rvalenzuela@cityofedinburg.com

TASK FORCE:

TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

5.02 Force Majeure: Any and all duties, obligations, and covenants of this **MOA** will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.

5.03 Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.

5.04 Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.

5.05 Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.

5.06 Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.

5.07 Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.

5.08 Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **TASK FORCE** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.

5.09 Entire **MOA**: This **MOA** contains the final and entire **MOA** between **CITY** and **TASK FORCE**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOA** and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **MOA**.

5.11 Nondiscrimination: **CITY** and **TASK FORCE**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this **MOA**.

5.12 Dispute Resolution:

A. Any controversy claim or dispute between **CITY** and **TASK FORCE** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Mr. Javier Guerrero of the **TASK FORCE**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

"CITY"
CITY OF EDINBURG

By: _____

Mayor

ATTEST:

By: _____
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

"TASK FORCE"
LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.

By: _____
Javier Guerrero
Executive Director

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.B.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New US Business 281 One Million Gallon Composite Elevated Water Storage Tank. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff is requesting consideration of an interlocal agreement between the City of Edinburg and the Edinburg Economic Development Corporation (EEDC) to provide funding assistance for a new One Million Gallon Composite Elevated Water Storage Tank to be located at North Business 281.

The improvements will provide the City with a water storage tank in an elevated position, allowing efficient water delivery. The storage tank will also improve the distribution of water to the north part of the City which includes but is not limited to the North Industrial Park. On Tuesday, September 26, 2023 the EEDC approved the agreement with a vote of 7-0.

Upon execution of the interlocal agreement.

The total cost of the elevated storage tank is 5,037,000.00.
Funding in the amount of $2,967,323.39 is available through ARPA budget.
Funding in the amount of $2,100,000.00 is available through the EEDC Operating Budget.

The improvements will provide the City with a water storage tank in an elevated position, allowing efficient water delivery.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation to Assist with the Construction of the New US Business 281 One Million Gallon Composite Elevated Water Storage Tank.

Reviewed by:

Prepared by:
Tomas D. Reyna
Assistant City Manager

Attachments:
A. Interlocal Agreement-EEDC Water Tower

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON COMPOSITE ELEVATED WATER STORAGE TANK**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City will be building a new One Million Gallon Composite Elevated Water Storage Tank on North Business 281 ("Water Tank"), attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the EEDC would like to improve the distribution of water to the north part of the City which includes but is not limited to the North Industrial Park; and

WHEREAS, the Improvements will provide the City with a water storage tank in an elevated position, allowing water delivery with more force; and

WHEREAS, EEDC and City desire to share the cost of the Water Tank on North Business 281 within the City; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I
TERMS

A. The EEDC shall provide Two Million One Hundred Thousand Dollars ($2,100,000) to the City for the construction of the Water Tank.

B. The City shall provide Two Million Nine Hundred Nine Thousand Six Hundred and Six Seven Dollars ($2,967,324) for the construction of the Water Tank.

D. The City agrees to be in charge of the planning, design, and construction of the Water Tank and shall ensure the completion of the Water Tank within three (3) years of the date of this Agreement. After its completion, the City shall be responsible for the maintenance of the Water Tank at its sole cost and expense for the life of the Water Tank.

SECTION II
DISPUTE RESOLUTION

A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III
GENERAL TERMS

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. **Invalidity.** 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 this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr.

Edinburg, Texas 78541
Attn: Raudel Garza
Executive Director

With a copy to: Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. **Waiver**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions.

I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this ____ day _____, of 2023.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By:_____

Raudel Garza, Executive Director

ATTEST:

_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By:_____
Omar Ochoa, City Attorney

EXHIBIT "A" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON COMPOSITE ELEVATED WATER STORAGE TANK

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #2
Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #3
Confirmed Jul 20, 2023 10:57 AM by Team Landmark

QUESTIONNAIRE

1. Proposal*
Pass

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

Please do not upload multiple files.

TX_0962_Edinburg_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

TX_0962_Edinburg_-_Certificate_of_Insurance_(Submit_with_Bid).pdf

4. Please attach any additional information for this project.

No response submitted

5. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

TX_0962_Edinburg_-_Conflict_of_Interest_Disclosure_Form-PDF.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

TX_0962_Edinburg_-_QUALIFICATIONS_GENERAL_QUESTIONNAIRE-PDF.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

TX_0962_Edinburg_-_LITIGATION_DISCLOSURE_FORM-PDF.pdf

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

TX_0962_Edinburg_-_HOUSE_BILL_89_VERIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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...

TX_0962_Edinburg_-_SENATE_BILL_13_VERIFICATION-PDF.pdf

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

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...

TX_0962_Edinburg_-_SENATE_BILL_19_VERIFICATION-PDF.pdf

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

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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

TX_0962_Edinburg_-_CONFLICT_OF_INTEREST_QUESTIONNAIRE(CIQ)-PDF.pdf

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

- Insurance_Requirement_Ackno...

TX_0962_Edinburg_-_Insurance_Requirement_Acknowledgement-PDF.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*
Pass

- Project Requirements Acknow...

TX_0962_Edinburg_-_Project_Requirements_Acknowledgement_Form-PDF.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*
Pass

- Contractor Notice of Intent...

TX_0962_Edinburg_-_CONTRACTOR_NOTICE_OF_INTENT_TO_RESPOND-PDF.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Pass

Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

TX_0962_Edinburg_-_BID_BOND-PDF.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

TX_0962_Edinburg_Statement_Of_Qualifications-r.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Pass

Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

TX_0962_Edinburg_-_CERTIFICATE_OF_BIDDER'S_EXPERIENCE_AND_QUALIFICATIONS-PDF.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

TX_0962_Edinburg_-_Equipment_and_Material_Suppliers_List-PDF.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

TX_0962_Edinburg_-_NON-BRIBARY_MODEL_FORM-PDF.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

Performance_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

Payment_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

TX_0962_Edinburg_-_AFFIDAVIT_OF_INSURANCE-PDF.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

TX_0962_Edinburg_-_FORM_OF_BUSINESS-PDF.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*
Pass

- Resolution of Corporation.pdf

TX_0962_Edinburg_-_RESOLUTION_OF_CORPORATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*
Pass

- Contracts Resolution on Aut...

TX_0962_Edinburg_-_CONTRACTOR'S_RESOLUTION_ON_AUTHORIZED_REPRESENTATIVE_(ED-104)-PDF.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*
Pass

- Contractors Act of Assuranc...

TX_0962_Edinburg_-_CONTRACTOR'S_ACT_OF_ASSURANCE-PDF.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

TX_0962_Edinburg_-_CERTIFICATION_REGARDING_DEPARMENT-PDF.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*
Pass

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

TX_0962_Edinburg_-_REFERENCE_FROM_OWNER_FOR_PAST_PERFORMANCE_RESPONSE_ITEMS_#1-7.pdf

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*
Pass

- Submittal Checklist.pdf

TX_0962_Edinburg_-_SUBMITTAL_CHECKLIST-PDF.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*
Pass

TX_0962_Edinburg_-_Resumes_of_Team_and_Subcontractors.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*
Pass

TX_0962_Edinburg_-_Three_Positive_Reference_Letters_-_PDF.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

TX_0962_Edinburg_-_SYSTEM_FOR_AWARD_MANAGEMENT-PDF.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

TX_0962_Edinburg_-_AFFIDAVIT_RE_CONFLICT_OF_INTEREST_DISCLOSURE-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

TX_0962_Edinburg_-_CERTIFICATION_OF_BIDDER_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

TX_0962_Edinburg_-_CLEAN_AIR_AND_WATER_CERTIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

TX_0962_Edinburg_-_CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES-PDF.pdf

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

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

TX_0962_Edinburg_-_NON-COLLUSION_AFFIDAVIT_OF_PRIME_BIDDER-SUBCONTRACTOR-PDF.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$3,987,000.00	$3,987,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$450,000.00	$450,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16” water line along the west of Bus. 281 from the City’s existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16” PVC pipeline.	1	LS	$300,000.00	$300,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$50,000.00	$50,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$215,000.00	$215,000.00
TOTAL					$5,002,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					$35,000.00

LANDMARK
Elevating Expectations



Request for Proposal 2023-008
Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Prepared for: City of Edinburg


THE CITY OF
Edinburg

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.C.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New Astro-turf Baseball Fields at Municipal Park. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff is requesting consideration of an interlocal agreement is between the City of Edinburg and The Edinburg Economic Development Corporation for the construction of the new astro turf baseball fields at Municipal Park. The new turf fields will promote economic development, increase tourism and improve the quality of life in the City of Edinburg community.

The Improvements offer a stable and consistent playing surface by creating the ideal flat surface for players. The synthetic turf sports fields are also safer than natural grass fields as they do not have depressions or bumps like real grass can have. On Tuesday, September 26, 2023 the EEDC approved the agreement with a vote of 7-0.

Upon execution of the interlocal agreement.

Funding in the amount of $2,000,000.00 is available through the EEDC Operating Budget.

The City of Edinburg and Economic Development Corporation plan to host baseball and softball tournaments to promote and increase tourism within the city.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New Astro-turf Baseball Fields at Municipal Park.

Reviewed by:

Prepared by:
Tomas D. Reyna
Assistant City Manager

Attachments:
A. Interlocal Agreement-EEDC Astro-Turf Fields

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE UP-GRADE OF ASTRO TURF FIELDS AT MUNICIPAL PARK**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City and EEDC find that up-grading the baseball fields at Municipal Park with artificial turf as attached hereto in Exhibit A ("Turf Fields") will promote economic development and increase tourism in the City of Edinburg and improve the quality of life of the community; and

WHEREAS, the Improvements offer a stable and consistent playing surface because artificial grass creates the ideal flat surface for players to work on improving their hitting and pitching skills, and synthetic turf sports fields are safer than natural grass fields as they do not have depressions or bumps like real grass can have and is in the interest of the public; and

WHEREAS, the City and EEDC desire to promote and host baseball and softball tournaments that would promote tourism within the city; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I
TERMS

A. The EEDC shall provide Two Million Dollars ($2,000,000) to the City for the installation of the Turf Fields.

B. The City agrees to be in charge of the planning, design, and installation of the Turf Fields and shall ensure the completion of the Turf Fields within Two (2) year. After its completion, the City shall be responsible for the maintenance of the Turf Fields at its sole cost and expense for the life of the Turf Fields.

SECTION II
DISPUTE RESOLUTION

A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III
GENERAL TERMS

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. **Invalidity.** 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 this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr.

Edinburg, Texas 78541
Attn: Raudel Garza
Executive Director

With a copy to: Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. **Waiver**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions.

I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this ____ day _____, of 2023.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager

DEVELOPMENT CORPORATION

By:_____

Raudel Garza, Executive Director

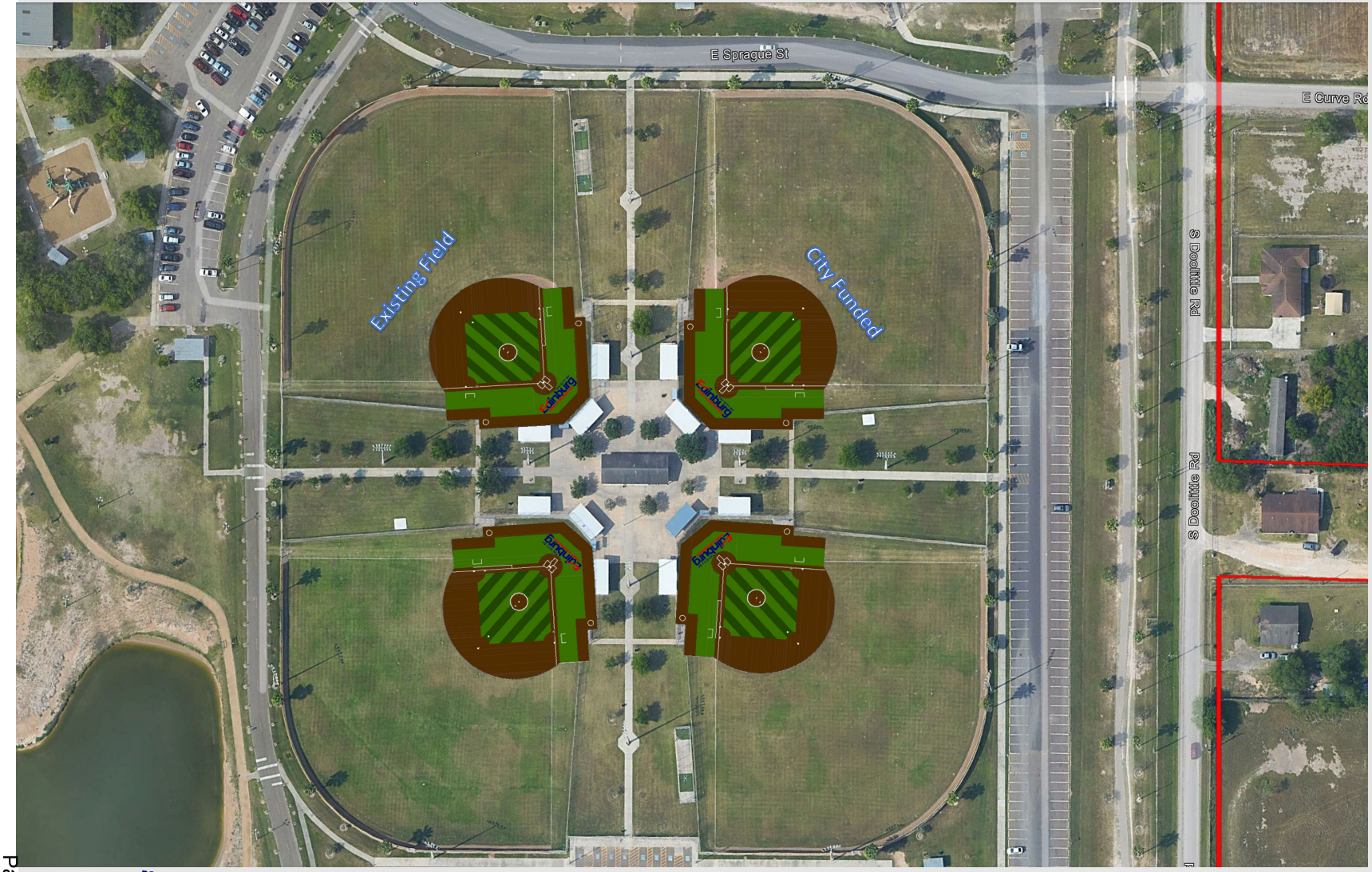
ATTEST:

_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By:_____
Omar Ochoa, City Attorney

EXHIBIT "A" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON COMPOSITE ELEVATED WATER STORAGE TANK





Map Disclaimer:

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

LEGEND



New Large Field Turf

PROJECT NAME:

Proposed Municipal Park Turf-Fields

REQUESTED BY:
City Manager's Office

DATE:
Sept. 20, 2023

CREATED BY:
City Manager's Office

SCALE: NTS SHEET 1 of 2





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LEGEND



New Small Field Turf

PROJECT NAME:

Proposed Municipal Park Turf-Fields

REQUESTED BY:
City Manager's Office

DATE:
Sept. 20, 2023

CREATED BY:
City Manager's Office

SCALE: NTS SHEET 2 of 2

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.D.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the Sewer Line Expansion for East Owassa Road to Provide First Time Sewer Service. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff is requesting consideration of an interlocal agreement between the City of Edinburg and the Edinburg Economic Development Corporation for the construction of a sewer line from Alberta Road to East Owassa Rd. The sewer line expansion will serve the residents, businesses, and all future development along East Owassa Rd.

The City and the EEDC would like to improve and provide additional conveyance capacity and service to development within the existing or proposed tributary area of the extension. On Tuesday, September 26, 2023 the EEDC approved the agreement with a vote of 7-0.

Upon execution of the interlocal agreement.

The installation of the new sewer line will provide services to residents and businesses along East Owassa Rd.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the Sewer Line Expansion for East Owassa Road to Provide First Time Sewer Service.

Reviewed by:

Prepared by:
Tomas D. Reyna
Assistant City Manager

Attachments:
A. Interlocal Agreement-EEDC East Owassa Rd

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE SEWER LINE EXPANSION FOR EAST OWASSA ROAD**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City will extend sewer line to East Owassa Rd. from Alberta road to serve the residents, businesses, and all future development along East Owassa Rd., the project which is attached hereto as Exhibit "A" (the "Project"); and

WHEREAS, the EEDC would like to improve and provide additional conveyance capacity and service to development within the existing or proposed tributary area of the extension; and

WHEREAS, the Improvements will provide the City with extended sewer service that will provide first time sewer to residents and businesses along East Owassa Rd. which is in the interest of the public; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I
TERMS

A. The EEDC shall provide One Million Seven Hundred and Fifty Thousand Dollars ($1,750,000) to the City for the construction of the Project.

B. The City agrees to be in charge of the planning, design, and construction of the Project and shall ensure the completion of the Project within two (2) years of the date of this Agreement. After its completion, the City shall be responsible for the maintenance of the Project at its sole cost and expense for the life of the Project.

SECTION II
DISPUTE RESOLUTION

A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III
GENERAL TERMS

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. **Invalidity.** 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 this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:
Myra L. Ayala
City Manager
415 West University Drive
Edinburg, Texas 78541

If to the EEDC, to:
Edinburg Economic Development Corporation
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78541
Attn: Raudel Garza

Executive Director

With a copy to: Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

G. **Waiver**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions.

I. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

J. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this ____ day _____, of 2023.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager

DEVELOPMENT CORPORATION

By:_____
Raudel Garza, Executive Director

ATTEST:

_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By:_____
Omar Ochoa, City Attorney

EXHIBIT "A" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON COMPOSITE ELEVATED WATER STORAGE TANK

EAST OWASSA SEWER IMPROVEMENTS - OPTION 1

REQUESTED BY: UTILITIES DEPT. | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** JANUARY 2023

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.E.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Melden & Hunt, Inc. Based on RFQ 2022-005, Professional Engineering Services for the Design of Municipal Park Turf Fields for an Amount Not to Exceed $52,000.00 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**
On August 16, 2022, the Edinburg City Council approved RFQ 2022-005, Professional Engineering Services to Qualified Firm(s) and authorized the City Manager or designated appointee to enter Into a professional services contract with 13 vendors to be placed on a rotation list. Melden and Hunt, Inc. is next on the rotation based on RFQ 2022-005.

A field at Edinburg Municipal Park has been constructed for infield turf and is currently in use. City staff is requesting that three additional baseball/softball fields be designed for infield turf with the intent to get them ready for construction funding. The additional fields will be located adjacent to the current construction site, being the northeast section of the baseball complex.

Project plans are expected to be completed in 4-6 months.

Funding in the amount of $52,000.00 is available in the Parkland Dedication Fund.

The design will facilitate bidding fields, as funding becomes available.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Melden & Hunt, Inc. Based on RFQ 2022-005 Professional Engineering Services for the design of Edinburg Municipal Park Turf Fields for an Amount Not to Exceed $52,000.00 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:

Prepared by:
Mardoqueo Hinojosa
P.E. CFM
City Engineer

Attachments:
A. Job Task Order
B. Current Field and Proposed

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN AND HUNT INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE BASEBALL TURFS AT MUNICIPAL PARK PROJECT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Melden & Hunt Inc. dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Melden & Hunt Inc (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Engineering, Project Management Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Professional Engineering Services for the Baseball Turfs at Municipal Park Project as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Professional Engineering Services for the Baseball Turfs at Municipal Park Project, at the amount not to exceed the proposed amount of $52,000.00, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payments will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payments are issued to selected contractor.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2023.

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:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

MELDEN & HUNT, INC

BY:_____
Mario Reyna, P.E.
President
115 West McIntyre Street
Edinburg, Texas 78541
Phone: (956)381-0981
Email: mario@meldenandhunt.com

Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT “A”

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

June 14, 2023

City of Edinburg,
Attn: Mardoqueo Hinojosa
City Engineer
415 W. University Dr
Edinburg, TX 78541

Re: Professional Surveying and Engineering Services for Baseball Turfs at Municipal Park, City of Edinburg, Texas

Dear Mr. Hinojosa:

As per your request, **Melden & Hunt, Inc. (MHI),** is pleased to offer our professional services for the proposed Baseball Turf project at the Municipal Park in the City of Edinburg. Our firm has over 76 years of experience with development projects here in the Rio Grande Valley and we want to help make your project a success. With our in-house staff of qualified engineers, surveyors, technicians, and support personnel, MHI will meet your schedules and provide you with concise and accurate information, estimates, and consultation.

MHI will provide the **Topographical Survey,** which will include locating the utilities, elevations, and any onsite improvements for a fee of $4,500.00, subject to sales. This will be needed for the Site Civil Design process.

MHI will provide the **Site Civil Design Engineering** for the three baseball fields at Municipal Park to convert the infield into artificial turf. Design services will include site, grading, drainage, and dimensional control plans for a fee of $39,000.00.

We will provide **Construction Coordination** of the project for conformance to the plans and specification, resolution of construction conflicts, and monitoring the construction progress with weekly on-site inspections, for a fee of $8,500.00.

In summary, each individual task can be summarized as follows:

Boundary and Topography Survey	$ 4,500.00
Site Civil Construction Plans:	$39,000.00
Construction Coordination	$ 8,500.00

Please let me know if you have any questions or need further information. We appreciate this opportunity to offer our services and look forward to working with you on this project.

Sincerely,

Melden and Hunt, Inc.

By: Ruben James De Jesus, P.E., R.P.L.S.
Vice-President

Authorization

By:
Title:

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN & HUNT, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Melden & Hunt, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management 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 effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

115 West McIntyre Street,
Edinburg, Texas 78541
Attn.: Mario Reyna, P.E.

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 1st day of October 2022.

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:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

MELDEN & HUNT, INC

BY: _____
Mario Reyna, P.E.
President
115 West McIntyre Street
Edinburg, Texas 78541
Phone: (956) 381-0981
Email: mario@meldenandhunt.com

Attachments: **Exhibit "A" RFQ 2022-005, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN & HUNT, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

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THE CITY OF Edinburg

REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

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

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

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE
The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

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

SUBMITTAL OF RFQ
RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,"** and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to reject any or all RFQs, 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 RFQ 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 RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ 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 qualifications **PROFESSIONAL ENGINEERING 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 Agent, 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 statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, 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

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.

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 RFQ 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.

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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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.

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.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or 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 RFQ Submittal. 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. Addendums are available online at www.cityofedinburg.com.

RFQ 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 RFQ 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.

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. 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 RFQ. A corporation shall execute the RFQ 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 RFQ. 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.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

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.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management 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 effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

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 _____ day of _____, 2022.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

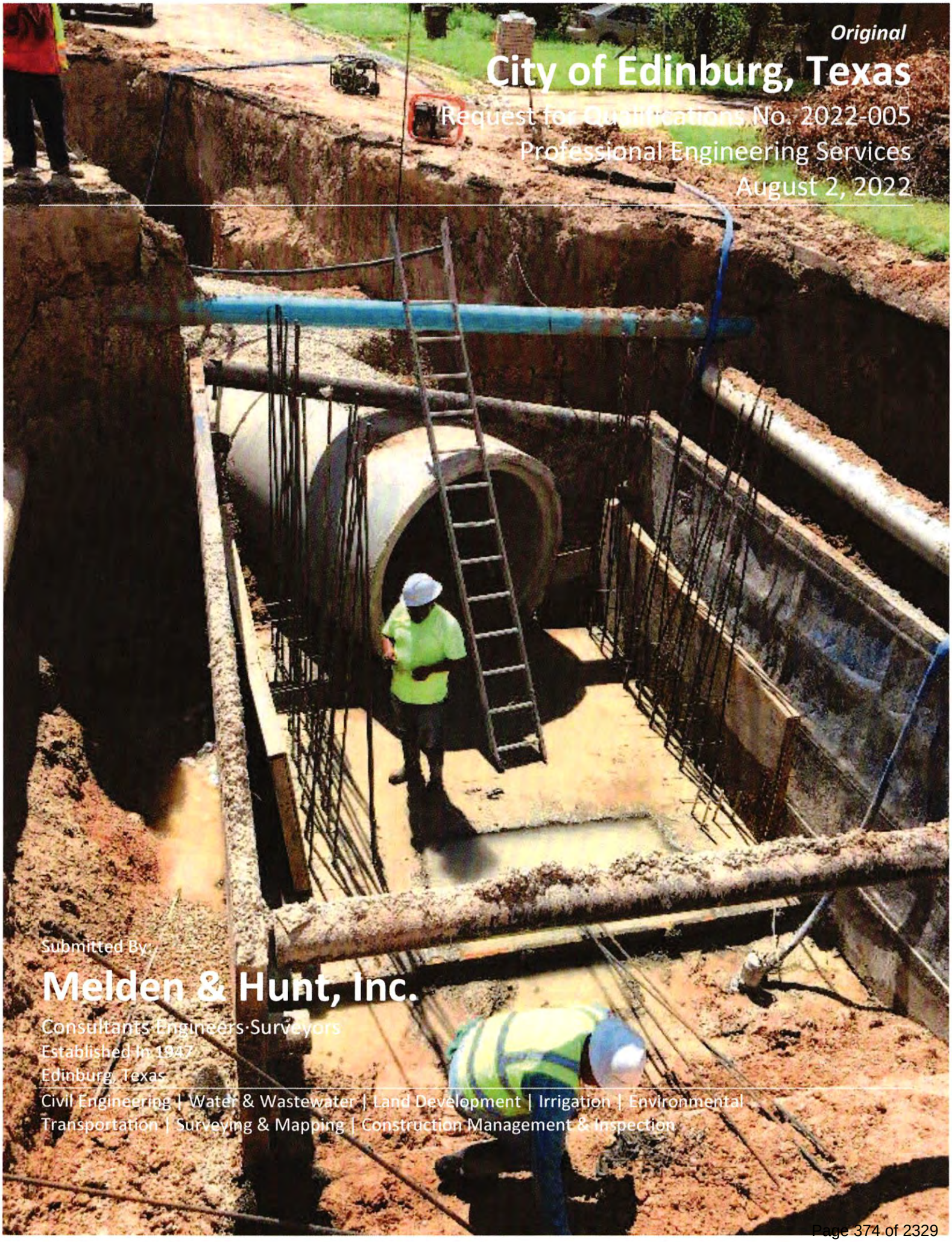
CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX



Original

City of Edinburg, Texas

Request for Qualifications No. 2022-005
Professional Engineering Services
August 2, 2022

Submitted By:

Melden & Hunt, Inc.

Consultants·Engineers·Surveyors
Established In 1947
Edinburg, Texas

Civil Engineering | Water & Wastewater | Land Development | Irrigation | Environmental
Transportation | Surveying & Mapping | Construction Management & Inspection

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Melden & Hunt, Inc.

Consultants·Engineers·Surveyors

TRANSMITTAL LETTER

August 2, 2022

Mr. Mardoqueo Hinojosa, P.E., C.F.M., C.P.M.
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Ref: Request for Qualifications for Professional Engineering Services
RFQ No. 2022-005

Dear Mr. Hinojosa,

The management and professional staff of **Melden & Hunt, Inc.** would like to present you with our Statement of Qualifications to provide Professional Engineering Services to the City of Edinburg. Our objective in submitting this Statement of Qualifications is to show you that our firm should be selected as a consultant for your professional service needs.

Melden & Hunt, Inc. has a legacy of successfully delivering top-quality performance on schedule, within budget and tailored to the individual needs of the client. As you well know, we are a multi-disciplinary consulting firm with primary areas of expertise in civil engineering and land surveying services. Our clients include state government agencies, local municipalities, irrigation district's, water utility districts, gas companies and a great number of private sector developers throughout the South Texas Region.

We are proud to say that we bring our clients a depth of expertise and a range of professional talent difficult to match anywhere. Our resources include a combined total staff of 60 engineers, surveyors, project managers, field inspectors, cadd designers, survey technicians and administrative support personnel in our two Valley offices. Given our current workload, we are in an excellent position to provide the City of Edinburg with the necessary resources to rapidly deploy and meet an aggressive project schedule for any proposed capital improvement project you may have.

At Melden and Hunt, Inc., we insist on good communications. We place significant emphasis on closely coordinating with our clients to be sure their objectives are met. Typically, this process involves all levels of information gathering and client involvement, from operations through management. We then go through a process of evaluating and selecting the best systems, based on the unique conditions of each client, each project, and each set of technical, economic, environmental, and political concerns.

Selection of Melden & Hunt, Inc. offers the City of Edinburg some clear advantages:

- A firm with tremendous engineering experience.
- A firm with the capability to perform all aspects of municipal engineering.
- A firm with a strong reputation, professional integrity, and competence.
- A firm with the professional background and understanding of working with the City.
- A firm with the technical resources and expertise to meet an aggressive project schedule.

- A firm who is truly local and is extremely familiar with the geographical area.
- A firm with an intensive focus on maintaining a valuable relationship with the City.

We look forward to the opportunity to continue working with the City of Edinburg. If our firm is selected, I will be your Project Engineer/Manager. All project coordination and other project functions would be through my office and staff. My personal relationship with you and your staff, combined with the full resources and talents of Melden and Hunt, Inc. ensure timely project progress and success.

In closing, I want to thank you for the opportunity to submit this qualification packet. I am certain that Melden and Hunt, Inc. can provide you with the engineering services to best meet your needs and surpass your expectations. Further, there were no addendums issued by the City for this submittal. If you have any questions or comments, please do not hesitate to contact me at 956.381.0981.

Sincerely,

Mario Reyna, P.E.
President

Enclosures: (1) Original, (5) Copies & (1) USB

Contact Information
Mario Reyna, P.E.
President
Melden & Hunt, Inc.
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.1839
E: mario@meldenandhunt.com

FIRM QUALIFICATIONS & EXPERIENCE

1. Firm Name:

Melden & Hunt, Inc.
Consultants·Engineers·Surveyors

2. Address & Phone Number:

Corporate Office Location
115 West McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.1839

3. Submittal is for:

_X_ **Corporate Office**

Melden & Hunt, Inc. has assembled a project team of engineering professionals with the proven experience to efficiently and successfully complete and submit the services requested by the City of Edinburg. These representatives are all full-time members of Melden & Hunt, Inc. staff. Not only does this team bring to the project the professional background for completing projects of your nature, but this team also possesses the relationship and experience of working with TXDOT, HCID No. 1, HCDD No. 1, Texas Gas Service, American Electric Power, Time Warner Cable, AT&T and other agencies that impact your projects. Our team of professionals will work out of our Edinburg office to serve as our base of operations and will actively participate in any questions and/or consultation requested by the City of Edinburg.

4. Names, position, phone and fax numbers of contact person (identify project manager).

Melden & Hunt, Inc. has designated **Mr. Mario Reyna, P.E., as** Project Engineer/Manager and primary point of contact. He will develop a work plan and be responsible for scheduling and performance of all work associated with your projects.

Office Number: 956.381.0981
Mobile Number: 956.330.4152
Fax Number: 956.381.1839
E-Mail: mario@meldenandhunt.com

Principal	Role	Location	Contact Information	Years of Experience
Mario Reyna, PE.	Project Engineer/Manager	Edinburg, Texas	P: 956.381.0981 M: 956.500.2734 E-mail: fkurth@meldenandhut.com	13
Allan F. Booe, P.E.	Utility Engineer	Edinburg, Texas	P: 956.381.0981 M: 956.605.1670 E-mail:abooe@meldenandhut.com	43
Ruben James De Jesus, P.E., R.P.L.S.	Project Engineer	Edinburg, Texas	P: 956.381.0981 M: 956.381.2820 E-mail: ruben@meldenandhut.com	11

5. Names of principals in the firm and year's firm have been in business.



Melden & Hunt, Inc. Principals	Titles
Mario Reyna, P.E.	President
Allan F. Booe, P.E.	Vice-President
Kelley Heller-Vela, P.E.	Vice-President
Robert Tamez, P.E., R.P.L.S.	Vice-President
Ruben J. De Jesus, P.E., R.P.L.S.	Vice-President
Michael L. Hernandez	Vice-President

6. Firm Registration Number:

Texas Licensed Engineering Firm Registration Number F-1435
Texas Licensed Surveying Firm Registration Number 100969-00

7. Melden & Hunt, Inc. Team of Sub-consultants:

Melden & Hunt, Inc. will serve as the prime consultant for the City of Edinburg; leading and directing all engineering tasks. We anticipate that Melden & Hunt, Inc. will perform 100 % of all engineering tasks and will perform the work out of its Edinburg office.

8. Firm Background:

Melden & Hunt, Inc. was established in 1947 and has provided engineering and surveying services throughout the Rio Grande Valley-South Texas area for 75-years. Melden & Hunt, Inc. is one of the largest local engineering consulting firm in the Rio Grande Valley. Our clients have the benefit of decades of engineering surveying experience in a wide range of technical disciplines. Since MHI clients generally have distinct needs, we offer a wide range of engineering services including highway, right-of-way, environmental, drainage, irrigation and structural engineering, surveying, street, bridge, utilities, water and wastewater treatment plant design.

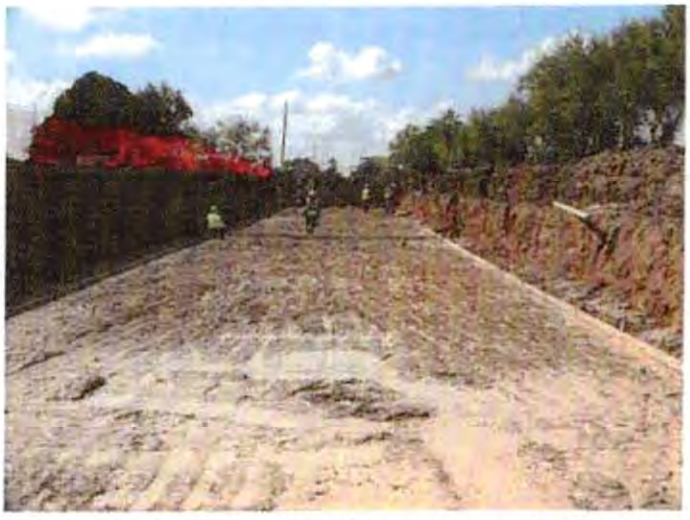
Melden & Hunt, Inc. is staffed by 60 professional, technical and office staff-support employees who will contribute to the successful completion of your projects. Key personnel will be directly responsible to the project and will be in close communication with your staff. It is our opinion that the assignment of qualified, responsive, and experienced personnel is the single most important factor to ensure a project's success.

Melden & Hunt, Inc. has a well-equipped office in Edinburg, Texas that permits us to respond to the client's needs and to offer the latest in technology.

Since Melden & Hunt, Inc. clients generally have distinct needs, we offer a wide range of engineering and surveying services listed below, but not limited to:

Civil Engineering	Land Planning	Water & Wastewater
Bridges	Commercial Development	Odor Control
Capital Improvements Planning	Commercial Facilities	Pumping Facilities
Drainage & Storm Sewer	Industrial Development	Sewer System Evaluation
Environmental Site Assessments	Industrial Facilities	Sewer System Rehabilitation
Feasibility Studies	Institutional Facilities	Water System Evaluation
Irrigation	Multi-Use Development	Water System Rehabilitation
Park Planning & Design	Master Planning	Wastewater Treatment Plants
Paving Design	Residential Development	Wastewater Collection Systems
Roads & Streets	Zoning	Water Treatment Plants
Sanitary Sewer		Water Distribution Systems
Site Grading and Drainage		
Site Planning		
Structural Inspections		

Transportation	Environmental	Surveying & Mapping
Bicycle & Pedestrian Facility Development	Assessments & Audits	As-Built Survey
Minor Roadway Design	Corrective Action	ALTA Survey
Major Roadway Design	Environmental Protection Plans	Boundary Survey
Minor Bridge Design	Geotechnical Investigations	Construction Staking
Roadway Construction Management	Litigation Assistance/Support	Design & Construction Survey
Roadway Construction Inspection	Natural Resource Management	Geographic Information Systems
Traffic Engineering Studies	Pollution Prevention Plans	Horizontal & Vertical Control-Aerial Mapping
Transportation Planning & Design	Recycling & Resource Reuse	Improvement Plats
	Regulatory Compliance	Investigative Survey
	Site Investigations Ph. I & II ESA	Land Title Survey
	Sediment Detention Control	Legal Descriptions
	Solid Waste Management	Loan Plats
	Soil/Water Sampling Plans	Location Survey
		Metes and Bounds Descriptions
		Parcel Plat Surveys
		Parcel Sketches
		Realtime & Static GPS
		Ranch Surveys
		Right-of-Way Survey
		Route Survey
		Standard Survey
		Topographic Survey



As you can see, Melden & Hunt, Inc. is a diversified company with a broad range and depth of expertise in a variety of specialty areas that give us major project capabilities. Unlike many, Melden & Hunt, Inc. has the flexibility to adapt our resources from large multi-million dollar projects to typical day-to-day engineering and surveying services.

With the depth and resources of a large local firm, complemented by our close-knit team of experienced professionals, Melden & Hunt, Inc. is highly regarded by its clients and among its peers in the civil engineering and surveying field as one of the finest.

Melden & Hunt, Inc. uses the latest technology and equipment to accomplish its project work. Our staff is each provided a computer and has access to the information technology network to conduct ongoing business. Our computers are upgraded to the latest current standards in technology on an annual basis. In addition, Melden & Hunt, Inc. owns much of the equipment that is required to do fieldwork projects. However, we do have vendors with which we have established long term relationships that routinely supply equipment that either we do not own or that is required to meet an unusually restrictive schedule.

Melden & Hunt, Inc. maintains an extensive CADD and GPS System with dedicated workstations used to produce all of our design work. We maintain Autodesk Civil 3D, Bentley WaterCAD, Bentley SewerCAD, Bentley MicroStation and ESRI ARCView licenses. CAD applications are supported MS Windows (all versions) and can be can be easily upgraded to any platform. Our office is networked through high-speed fiber communication lines that allow integrated file sharing, plotting and data management.

With internet access at your fingertips, Smartphone's and iPad's have opened a new and exciting opportunity for cost effective communication. Melden & Hunt's web site **(WWW.MELDENANDHUNT.COM)** will serve as a communication hub for the City of Edinburg. The site will allow representatives of the city to communicate with Melden & Hunt, Inc., download or view reports, drawings, schedules, project photos, budgets, schedule project meetings to name a few. We have effectively used our web site for clients such as City of Mission, City of Hidalgo, City of Elsa, North Alamo Water Supply Corporation, Texas Gas Service and others.



The following pages display Melden & Hunt's equipment resources and it is safe to say that this equipment allows us to get the job done professionally and effectively.



Computer Hardware
We have 20 CAD setups which include:
Dual 20" Monitors

Computer Software
Windows Professional 64 Bit
Microsoft Office 365 64 Bit
AutoDesk Civil 3D 2020 64 Bit
Bentley WaterCad
Bentley SewerCad
Bentley MicroStation
ESRI Arcview
Trimble Business Center

Printing and Scanning

KIP 860 – Color/Black and White Plotter and 36" Scanner
KIP 870 – Color/Black and White Plotter and 36" Scanner

Survey Equipment

Trimble TSC7's
Trimble R12i's
Trimble R12 Receivers
3 Trimble R6 GPS Receiver
Trimble SX 10 Robotic Scanner
Trimble S-8
Trimble VX Robotic Scanners
Trimble 5600 Total Stations

9. Project Approach:

At Melden & Hunt, Inc., we believe that any proposed municipal project must be designed and constructed so as to assure the most efficient utilization of resources such as, money, materials, energy, and work force in meeting the project goals. Melden & Hunt, Inc. uses a team of experienced professionals working under the direction of a Project Manager. Melden & Hunt, Inc. fully expects to coordinate and communicate its activities on any of your proposed projects with the City of Edinburg to ensure the requirements of the project are met now and in future development, and also to assure the City of Edinburg that project completion will be on a cost effective and timely basis. Each phase of the project will require detailed analysis to effectively engineer solutions for the proposed improvements. Alternatives will be developed which take advantage of specific strengths and minimize problem areas. After City of Edinburg staff input, the best alternative will be selected and developed into plans and specifications. Melden & Hunt, Inc. will work closely with the City of Edinburg in coordination of project design to meet their standards.

Melden & Hunt, Inc. has completed many municipal projects and is experienced in the necessary coordination between the City, affected property owners, utilities, cable companies, telephone companies, power companies, and the Texas Department of Transportation, drainage and irrigation districts. A successful project depends on the entire engineer's attention to detail to assure project goals are achieved and citizen's needs are met.

Therefore, Melden & Hunt, Inc. has developed a Work Program that takes advantage of our experience with existing conditions, recent improvements, and familiarization with the project area.

The Work Program is as follows:

I. ANALYSIS

A. Utility Staff Coordination and Input
B. Existing Conditions Research
C. Future Improvements Consideration
D. Concept

II. ALTERNATIVE DESIGN

A. Preliminary Field Work
B. Development of Alternatives
C. Utility Staff Review
D. Cost Guidelines

III. FINAL DESIGN

A. Construction Documents (Plans, Specifications, Estimates)
B. Permits and Approvals
C. Right-of-Way Plats and Descriptions

IV. CONSTRUCTION ADMINISTRATION

A. Routine Inspection
B. "As-Built" Drawings

Melden & Hunt, Inc. believes your projects should be conducted in four distinct phases: **Phase 1**-Preliminary Design, **Phase 2**–Final Design, **Phase 3**-Construction and **Phase 4**-Post Construction. The following is an outline of the scope of work that we will perform on this project:



Phase 1 - Preliminary Design

The purpose of preliminary design is to establish current and future infrastructure requirements. During this phase we can help the City of Edinburg establish various alternatives and plans for meeting existing and anticipated needs within the scope of the project. Melden & Hunt, Inc. will work closely with the City of Edinburg staff in this planning effort, which will culminate in the preparation of a preliminary design report summarizing and presenting the selective alternative in detail.

Phase 2 - Design

The purpose of this phase of the project is to prepare the necessary construction drawings and specifications, bidding documents, cost estimates and schedules required for constructing the proposed improvements. Further, Melden & Hunt, Inc. will assist the City in bid analysis and make recommendations regarding the bid award. We will use computer-aided drafting and design throughout the project.

Phase 3 - Construction

The firm will provide conventional services during each construction contract comprising the project. The services will include general services during construction, resident project representation (if requested), and preparation of record drawings. General services during construction will include but not necessarily be limited to:

1. Notice to Proceed
2. Conduct pre-construction meetings.
3. Regular inspections to review the progress and character of the work being accomplished.
4. Provide for testing of construction materials.
5. Review periodic payment estimates of the contractor for completed work.
6. Review and approve shop drawings and any necessary change orders.
7. Provide interpretation of the plans and specifications and contract requirements required.
8. Provide guidance to onsite representatives observing the daily progress and construction activities.
9. Conduct regular progress review meetings with contractor and owner.
10. Provide as built or as constructed drawings of the complete facilities.
11. Provide any other related services associated with the engineer's design as applied to construction progress and as required by the owner.

Phase 4 - Post Construction

Upon acceptance of the construction contracts, Melden & Hunt, Inc. will provide all professional services necessary to assist the City of Edinburg in placing the facilities in operation. We will assist the city in evaluating the performance of the facilities and will represent the City in warranty disputes



10. Assurances E & O:

Melden & Hunt, Inc. provides a great deal of assurance in the quality and practice of Engineering and Land Surveying. The company carries out a methodology that is embedded into everything we do. Our **A.C.C.U.R.A.T.E.** vision allows us to focus on providing the upmost level of service. Engineering and Land Surveying are based on accuracy which is why our project management methodology is based on A.C.C.U.R.A.T.E.

Assurance	All projects are managed and reviewed by a Professional Engineering and Land Surveyor, providing our clients with security and confidence.
Communication	We believe our clients should always be in the know. On a regular basis we provide status updates and communicate project details throughout the timeline.
Collaboration	Working together is a necessity to a successful project. Whether it's working with clients, other vendors, or both, we believe collaboration is a key element to achieving accuracy.
Undivided Attention	Our small business atmosphere allows each and every client to get the attention that they are looking for. When communicating with us you speak directly to the Engineer or Land Surveyor.
Reliability	Dependability is important to us and our clients. We make every effort to be available when necessary whether it's to complete work in the field, answer questions over the phone, or attend meetings in person.
Advocate	We work for you and with you. It is important that our clients feel they can trust their engineer and we are always there to present and explain information to all parties involved.
Timely	Being on time is a mission that we always strive to achieve. It is clearly understood that our work is the upmost and timely fashion.
Excellence	Achieving excellence is a complex task that we strive for in every aspect of our business. Engineering accuracy and excellence are hand in hand in creating strong business relationships and producing top notch engineering work.

TEAM MEMBERS & EXPERIENCE

Melden & Hunt, Inc. has assembled a team of professionals who have the requisite interest, skills, and time to ensure timely and successful completion of your engineering projects with the highest quality. Melden & Hunt, Inc. can assure the City of Edinburg that key personnel indicated in this qualification statement will maintain their role from start to finish.

Melden & Hunt has a very flexible team with a lot of depth. We will draw on our team's resources to provide the staff described plus any additional resources required for completing any assignments issued to us. Our workload capacity far exceeds the project requirements and Melden & Hunt, Inc. typically operates at around 65%-70% of our total workload capacity. The workload backlog varies from month to month but Melden & Hunt, Inc. has plenty of capacity to get the job done. Your projects will be adsorbed in our normal business cycle and will not have a measurable impact on our percentage of capacity (65%-70%) throughout the duration of a two-year contract. While we enjoy a healthy backlog of work; moreover, we have more than enough capacity to complete this project on time and still meet any existing or unknown future assignments.

Further, we want the City of Edinburg to understand that the high quality of Melden & Hunt's work depends directly on the competence and capabilities of individual professionals and the blending of their talents to meet specific project requirements. The level of capability of this company allows us to complete the work correctly the first time and maintain schedule and budget by avoiding costly and time-consuming re-evaluations to mitigate omissions or oversights.

As mentioned, Melden & Hunt, Inc. has 60 full time professionals in our Edinburg office to actively participate in any questions and/or consultation requested by the City. Consequently, Melden & Hunt, Inc. has the personnel to assure that adequate replacements are available during periods of sickness, attrition, or increased workload.

Melden & Hunt, Inc. will perform all engineering tasks requested by the city and will work out of our Edinburg office. Should the City of Edinburg feel the need for the use of a sub-consultant we will utilize a consultant based on the City's needs and city preference. For now all civil engineering task will be performed by Melden & Hunt, Inc. and our workload capacity far exceeds the project requirements.



60 Professionals Ready to Assist Edinburg with Its Engineering Needs.

Melden & Hunt, Inc.
Project Team

Mario Reyna, P.E.
(Project Manager/Engineer)

Allan F. Booe, P.E.
(Utility Engineer)

Ruben J. De Jesus, P.E., R.P.L.S.
(Project Engineer)

Present Office Personnel & Disciplines:

5-Registered Engineers*
2-Registered Land Surveyors*
1-Project Manager
12-CADD Designers
5-Survey CADD Technicians
3-Constructoin Inspectors
10-Survey Party Chiefs
10-Survey Field Technicians
8-Project Administrators
4-Business Administrators
2-General Administrators
60-Total Personnel

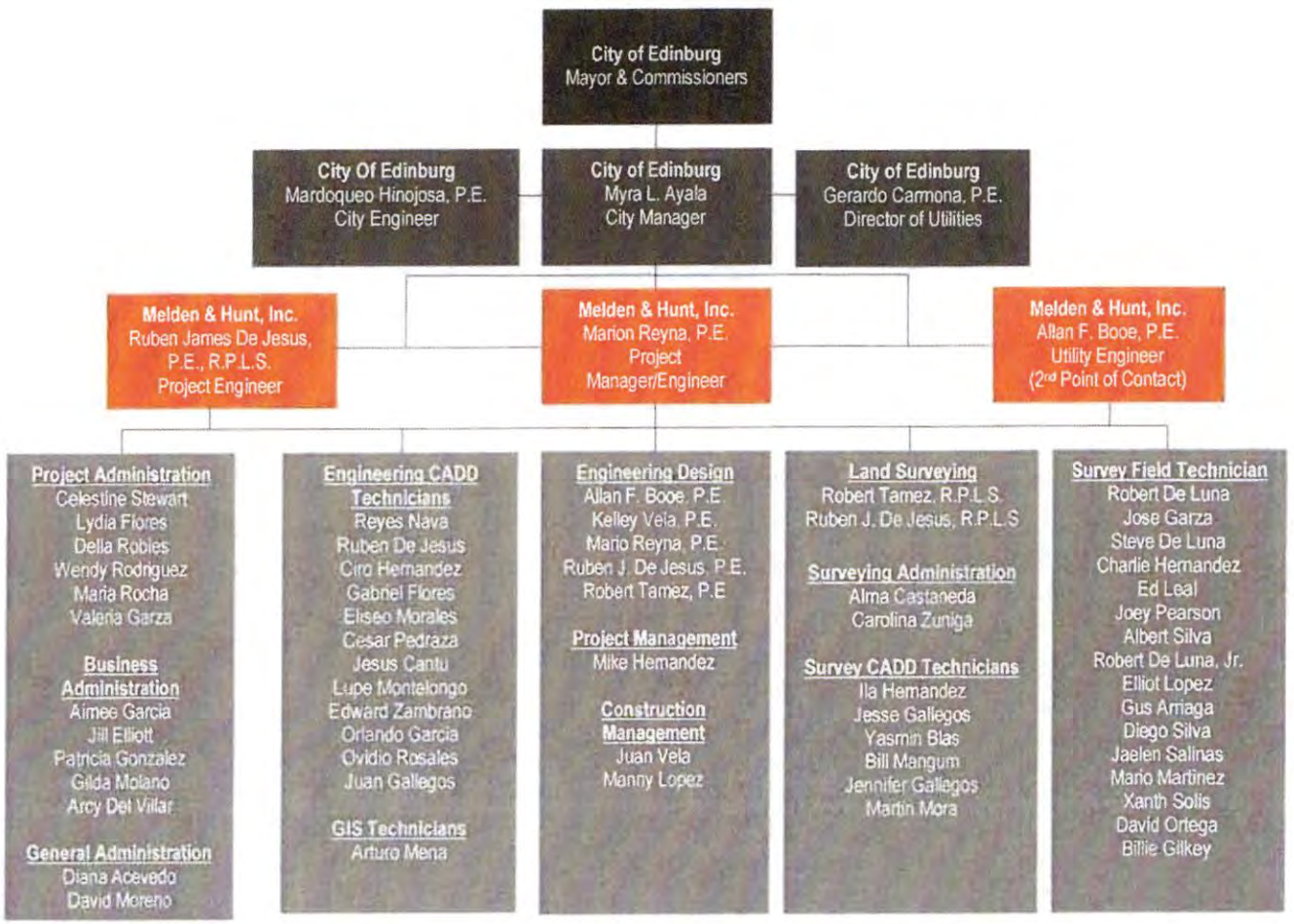
*Two of our licensed engineers are also licensed surveyors.

Melden & Hunt, Inc. has designated **Mr. Mario Reyna, P.E.** as Project Manager/Engineer and primary point of contact. He will develop a work plan and be responsible for scheduling and performance of all work associated with your projects. As Project Manager, Mr. Reyna will function as an extension of your staff to exceed your performance objectives and to respond to your needs on short notices. He will be responsible for project management and will select the appropriate personnel from our staff based on the requirements of the tasks needed. He is also committed to engaging all the necessary resources to expedite any proposed capital improvement project. He will work out of our Edinburg office to serve as our base of operations and will actively participate in any questions and/or consultation requested by the City of Edinburg. In addition, Mr. Reyna is a Registered Professional Engineer in the State of Texas who will serve as an Engineering Advisor to the City of Edinburg.

Furthermore, Mr. Reyna will provide his project understanding gained through more than 13 years of engineering experience from various clients in South Texas. Also, he will ensure that key project staff members will be active participants committed to the project and that they will have available to them the support staff and technical resources necessary for successful results.

Our proposed Project Organization is shown below. Our team is led by Mario Reyna, P.E., Project Manager/Engineer. Mr. Reyna is one of the most seasoned engineers in the Rio Grande Valley with over 13 years of engineering experience. The given organizational chart shows other key professionals that will have responsibility for individual project tasks. All of these individuals will report up through Mr. Reyna who will hold management and decision-making responsibility for this project. As mentioned before, Mr. Reyna will be responsible for committing the human and equipment resources required to successfully meet the city's schedule and needs.

Organizational Chart



Mario Reyna, P.E.
Project Manager/Engineer

EDUCATION:
University Of Texas San Antonio
San Antonio, Texas
BS Civil Engineering, 2009

YEARS OF EXPERIENCE:
13 Years of Experience

REGISTRATION:
Licensed Professional Engineer
Texas No. 117368

GOVERMENT AGENCY EXPERIENCE:
Texas Water Development Board
USDA Rural Development
North American Development Bank
Border On Environmental Corporation Commission
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Commission On Environmental Quality
Texas Parks And Wildlife
Texas Historical Commission

AREAS OF EXPERTISE:
Drainage Design
Urban Street Design
Roadway Design
Utility Design
Landscape Design
Subdivision Development
Right-of-Way Survey and Mapping
Project & Construction Management
Master Planning
Capital Improvements Planning
Wastewater Treatment Plants
Wastewater Collection Systems
Water Treatment Plants
Water Distribution Systems
Traffic Engineering Studies
Transportation Planning & Design



Mr. Reyna has over 13 years of civil engineering experience. He has led engineering projects throughout the South Texas region, for both governmental entities and private sector clients. He is proficient in scheduling and coordinating large public and private projects and has worked on a wide range of federal, state and local infrastructure projects. He has also worked on projects involving hydrology and hydraulic computations, flood studies, drainage projects, water and wastewater treatment systems, subdivision design and traffic engineering.

Since he has been with Melden and Hunt, he has been responsible for major street, water, sewer, and drainage improvements for the cities of Edinburg, Mission, McAllen, Hidalgo and Pharr. Mr. Reyna also assists and recommends to these municipalities on typical engineering matters such as Drainage Design, Urban Street Design, Utility Design and Subdivision Development. More importantly, Mr. Reyna has adequate experience working with Municipalities, Public Utilities, TXDOT, Irrigation Districts, Water Supply Districts and all other utility companies that will have an impact on any proposed project the city may sponsor. It is important to note that Mr. Reyna has a strong relationship with a lot of these entities since he works with them on a daily basis.

What is more, Mr. Reyna is a consultant for a city in the Rio Grande Valley and assists and recommends to the city on all typical engineering matters facing cities with a population of 45,000 or less. Mr. Reyna also specializes in large land development projects and drainage engineering.

As a Project Manager/Engineer and primary point of contact, Mr. Reyna will develop a work plan and be responsible for scheduling and performance of all work associated with any proposed project. As Project Manager, Mr. Reyna will function as an extension of your staff to exceed your performance objectives and to respond to your needs on short notices. He will be responsible for project management and will select the appropriate personnel from our staff based on the requirements of the tasks needed. He is also committed to engaging all the necessary resources to expedite any proposed project. He will work out of our Edinburg office to serve as our base of operations and will actively participate in any questions and/or consultation requested by the City of Edinburg. In addition, Mr. Reyna is a Registered Professional Engineer in the State of Texas who will serve as your Engineering Design Advisor on your projects.

Again, Mr. Reyna will provide his project understanding gained through more than 13 years of engineering and surveying experience from various clients in South Texas. Also, as a principal-in-charge, he will ensure that key project staff will be active participants committed to your project and that they will have available to them the support staff and technical resources necessary for successful results on your project.

Allan F. Booe, P.E.

Utility Engineer

EDUCATION:
Texas A&M University
College Station, Texas
BS Civil Engineering, 1979

YEARS OF EXPERIENCE:
43 Years of Experience

REGISTRATION:
Licensed Professional Engineer
Texas No. 57738

GOVERMENT AGENCY EXPERIENCE:
Texas Water Development Board
Texas Department of Agriculture
USDA Rural Development
North American Development Bank
Border On Environmental Corporation Commission
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Commission On Environmental Quality
Texas Parks And Wildlife
Texas Historical Commission

AREAS OF EXPERTISE:
Wastewater Treatment Design
Water Treatment Design
Collection System Design
Distribution System Design
Odor Control
Plant Lift Stations
Permitting
Construction Administration
Construction Management
Performance Evaluation
Feasibility and Planning Studies
Conceptual Design
Process Engineering
Start-Up Assistance
Operator Training
Hydraulic Modeling
Project Funding
SCADA



Mr. Allan Booe, a Utility Engineer, has extensive experience in the design, maintenance, and operation of water and wastewater treatment plants and their related appurtenances. Mr. Booe specializes in the engineering design and management of water and wastewater utility projects.

Mr. Booe has over forty-three (43) years of engineering experience primarily with treatment plants, distribution and collection systems. He served as Utilities Director for McAllen Public Utility for four (4) years. He was project manager on the design and construction of numerous water and wastewater treatment plant projects throughout his career including Mission's North Water Treatment Plant, Edinburg's West Water Treatment Plant, North Alamo's Delta Regional Water Treatment Plant, Mission's Wastewater Treatment Plant, Hidalgo's Wastewater Treatment Plant, Rio Grande City Wastewater Treatment Plant and Elsa's Wastewater Treatment Plant. His experience includes a wide variety of projects including rehabilitation, expansion and new construction.

More important, Mr. Booe has been successful in obtain funding for many of these projects using the Texas Water Development Board, USDA Rural Development, and North American Development Bank.

It is safe to say that Mr. Booe has captured over $100M in grant funding or loan within the last 10 years. That is why a majority of our clients are repeat clients because they know we can capture the money to make there projects come to fruition. Here recently, Mr. Booe was successful with capturing funding from the Texas Water Development Board for cities such as Mission, Rio Grande City and North Alamo WSC. The funding application process was fast-tracked in order to meet the short deadlines each of our clients had and at the end of the day he captured a total $25 million in grant and loan funding for each said entity.

Also, Mr. Booe is one of the leaders of water and wastewater utilities in the Lower Rio Grande Valley and has been actively involved with various municipalities and special service districts in assisting them with utility engineering needs. Mr. Booe has a solid relationship with utility professionals throughout the State of Texas including the various funding and regulatory agencies such as the Texas Water Development Board, the Texas Commission On Environmental Quality, and the U.S. Environmental Protection Agency.

Furthermore, Mr. Booe will provide his project understanding gained through more than 43 years of engineering experience from various clients in South Texas. Within the last five (5) years he has completed a total of ten (10) major water treatment plants and nine (9) major wastewater treatment plant projects and there related appurtenances using federal or state funding.

Ruben J. De Jesus, P.E., R.P.L.S.

Project Engineer

EDUCATION:
University of Texas Pan American
Edinburg, Texas
BS Civil Engineering, 2011

YEARS OF EXPERIENCE:
11 Years of Experience

REGISTRATION:
Licensed Professional Engineer
Texas No. 126282

Licensed Professional Surveyor
Texas No. 6813

GOVERMENT AGENCY EXPERIENCE:
Texas Water Development Board
USDA Rural Development
North American Development Bank
Border On Environmental Corporation Commission
US Environmental Protection Agency
US Fish and Wildlife
US Army Corp of Engineers
Texas Commission On Environmental Quality
Texas Parks And Wildlife
Texas Historical Commission

AREAS OF EXPERTISE:
Construction Inspector
Construction Management
Project Engineer
Project Manager
Wastewater Treatment Design
Water Treatment Design
Collection System Design
Distribution System Design
Odor Control
Plant Lift Stations
Permitting
Construction Administration
Construction Management
Feasibility and Planning Studies
Conceptual Design
Start-Up Assistance
Hydraulic Modeling
Project Funding
SCADA



Mr. De Jesus, started his civil engineering career at Melden & Hunt, Inc. after graduating from the University of Texas at Pan American. He has designed and managed many types of Civil Engineering projects and has extensive background in land surveying. He has been responsible for studies, designs and management of public and private sector projects throughout the South Texas region. He is proficient in scheduling and coordinating large public and private projects and has worked on a wide range of federal, state and local infrastructure projects.

As a Project Engineer, Mr. De Jesus will develop a work plan and be responsible for scheduling and performance of all work associated with this proposed project. He will function as an extension of your staff to exceed your performance objectives and to respond to your needs on short notices. He is also committed to engaging all the necessary resources to expedite this proposed project. He will work out of our Edinburg office to serve as our base of operations and will actively participate in any questions and/or consultation requested by the City of Edinburg.

In addition to his design engineering assignments, he has gained field experience as a field engineer providing construction inspection services on several major projects.

REFERNCES

Melden & Hunt, Inc. has always respected and valued our relationships with our clients. Our founders, Charles Melden and Raymond Hunt, believed in "firm but fair" dealings with our clients by recognizing their needs and resource constraints. This philosophy continues today. Furthermore, Melden & Hunt, Inc. is proud of the fact that a large percentage of our work is repeat business from satisfied clients. This reflects our philosophy of keeping our clients satisfied with the quality of our work and our responsiveness to their individual needs.

For this proposal we encourage you contact our clients and ask them how they feel about our performance.

Mr. Randy Perez, City Manager **City Of Mission** 1204 East 8th Street Mission, Texas 78572 956.580.8662	Mr. Steve Sanchez, General Manager **North Alamo Water Supply Corporation** 420 S. Doolittle Rd. Edinburg, Texas 78539 956.383.1618
Mr. Roy Rodriguez, P.E., City Manager **City Of McAllen** PO Box 220 McAllen, Texas 78502-0220 956.681.1630	Mr. Mark Vega, P.E., Utilities Director **City Of McAllen Public Utilities** PO Box 220 McAllen, Texas 78502-0220 956.681.1630
Mr. Arturo Martinez, Director of Water Resources **City of Edinburg** 415 W. University Drive Edinburg, Texas 78541 956.388.8212	Mr. Roberto Salinas, P.E., General Manger **AGUA Special Utility District** 3510 North Abram Road Palmview, Texas 78572 956.585.2459
Mr. Julian Gonzalez, City Manager **City of Hidalgo** 704 East Texano Drive Hidalgo, Texas 78557 956.843.2286	Mr. Gerado Carmona, P.E., Utilities Director **City of Edinburg** 415 W. University Drive Edinburg, Texas 78541 956.388.8207
Mr. Robert Rodriguez, Assistant General Manager **North Alamo Water Supply Corporation** 420 S. Doolittle Rd. Edinburg, Texas 78539 956.383.1618	Mr. Robert Pfeiffer, President **RP Constructors** 9455 IH 35 North San Marcos, Texas 78666 512.757.4468
Mr. Agustin Gomez, Wastewater Operations Manager **North Alamo Water Supply Corporation** 420 S. Doolittle Rd. Edinburg, Texas 78539 956.383.1618	Mr. Joes Luis Diaz, President **JMJ Constructors** 2005 N. Los Ebanos Blvd. Alton, Texas 78573 956.522.5904

PUMPING STATION DESIGN

City of Mission – Lift Station Design:
Client: City of Mission
Contact Person: Randy Perez, City Manager
Telephone: 956.580.8663

The City has had capacity and maintenance problems with these lift stations for several years. We investigated the problems with each lift station and determined the following:

- Lift station "J", needed additional capacity and the ability to lower the wetwell levels. We designed a new force main to increase capacity and we designed a new "dry well" to lower the pump installation. New pumps will be installed to accomplish all objectives. This pump station could not be bypassed during construction, which required a design that allows for construction followed by a re-connection at night. A new control panel and electrical installation for future SCADA operation was included in the design.

- Lift station "3", is a traditional dry well/wet well design with centrifugal pumps connected to shafts with motors installed on an upper deck. Pumps had been a high maintenance items. We replaced pumps and piping by using submersible pumps mounted in a dry well installation. This is a high capacity station—2500 GPM. Two submersibles replace three centrifugal pumps. A new control panel and electrical installation with future SCADA operation was included in the design.

- Lift Station "9", is a submersible pump station that was under-performing and had high maintenance. We replaced the existing pumps with high efficiency submersible pumps that increase capacity. We designed new stainless rails and lifting equipment to improve maintenance. We also include larger hatches for improved maintenance. A new control panel and electrical installation with future SCADA operation was included in the design. Total Project Costs--$400,000.

WATER/WASTEWATER NETWORK DESIGN

North Alamo Water Supply Corporation - North Weslaco Colonias Project:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden & Hunt Inc. was contracted to plan, design, and construct a sanitary sewer system to bring first time sewer service to a cluster of colonias near the intersection of Mile 12 North with FM 1015 in Hidalgo County, Texas. The development of the project area was at a substandard condition where sanitary sewer service was not included as part of the land development. Lot sizes in the targeted subdivisions are less than the current requirements for onsite septic tank and drain field disposal systems. Currently, the majority of residents of each of the areas identified are served by inadequate, under-designed, or improperly designed on-site wastewater disposal systems. The use of pit privies is also common in these areas. Surface discharge of gray water is common in these areas in order to reduce the wastewater load on the subsurface systems.

The proposed project calls for the construction of a new 0.564 MGD activated sludge wastewater treatment plant and the construction of 38,362 linear feet of convention gravity sanitary sewer collection lines. The collection system will also include the construction of three lift stations and 7,171 linear feet of force main.

A complete mix, diffused air, activated sludge system has been selected for use because of reliability and economies of construction. The proposed system will use modular construction of the aeration basins, digesters, and clarifiers. Common wall construction will be used as much as possible to save costs. Since blowers are used to provide oxygen and mixing in the aeration and digester basins, the air system will also use for airlift pumping.

Skidmore Water Supply Corporation - EDAP Project
Client: Skidmore Water Supply Corporation
Contact Person: Jim Strong
Telephone: 361-287-3188

Melden & Hunt, Inc. provided total engineering services including design, bidding, and construction administration to bring first time public water and sanitary sewer service to the community. The project was divided into three phases. Phase I was the water supply project which included the construction of two public water wells, a ground storage tank, two high service pumps, and a hydropneumatic tank. Ancillary facilities included as part of the water supply project included a pump building, disinfectant feed systems, electrical, instrumentation and control. This project also required all site development work such as fencing, paving, grading, drainage, and landscaping. Phase II, which was the sanitary sewer collection and water distribution project, provided for the construction of 52,328 lf. of gravity collection lines, 7,346 lf. of sewer force main, three lift stations, and 60,646 lf. of potable water lines. Phase III provides for the expansion of an existing mechanical wastewater treatment plant. The total cost for this project is $4,559,200.

North Alamo Water Supply Corporation – Santa Rosa Colonias Project:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden & Hunt, Inc. was contracted by North Alamo WSC to provide total engineering services including design, bidding, and construction administration/inspection to bring first time public water services to 45 residents living in a colonia located in the Community of Santa Rosa, Texas. Typically, the residents of the area acquired their water through individual wells and/or from bottled water. Now the residents of this colonia have a public water supply system they can rely on. The waterline project included the installation of 26,400 linear feet (5.0 miles) of 8-inch waterline. The project also consisted of disinfecting and flushing out the distribution system, installing flush valves, service connections, yardlines, bacterial testing, bore and encasing, driveway repairs and TXDOT permits. The total construction cost for the project was $580,000. The project is complete, and all 45 residents are connected to North Alamo's water supply system.

TRENCHLESS TECHNOLOGIES

Given the numerous wastewater collection system projects that Melden and Hunt has been engaged to accomplish over the years, we have employed many of the trenchless technologies for the installation and/or rehabilitation of pipelines. For new installations we have used both mini-horizontal directional drilling and micro-tunneling in areas where open-cut was either inaccessible or cost prohibitive. On replacement/rehabilitation type projects we have used both the cured-in-place pipe (CIPP) method and the pipe bursting method. We have employed these methods in areas where the line to be rehabilitated is encumbered with other utilities in close proximity. We used the CIPP method to rehabilitate a 36" sewer collection line under the Expressway in McAllen. We have also found that the use of these technologies often provides a cost-effective alternative to open cut for pipelines installed deep into the ground. The following is partial listing of the projects where Melden and Hunt, Inc. has provided trenchless technologies services.

- Trenchless Technologies Projects
  - USDA Moore Airbase – Trenchless Sanitary Sewer Line Improvement Project
  - City of Taft - Trenchless Sanitary Sewer Line Improvement Project
  - City of Falfurrias - Trenchless Sanitary Sewer Line Improvement Project

WATER TREATMENT PLANT DESIGN

North Alamo Water Supply Corporation – 4.0 MGD Owassa Rd Water Treatment Plant Design:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden & Hunt, Inc. was engaged by North Alamo Water Supply Corporation (NAWSC) to provide engineering services for the purpose of demolishing the existing 1.0 MGD plant and constructing a 4.0 MGD Plant on the same site. The work on NAWSC's Water Treatment Plant #4 was challenging in those operations had to be maintained throughout the construction activities. Melden & Hunt, Inc. designed a facility, which fit on the very small available area. The design was extremely cost effective and included total automation and new primary disinfection facilities utilizing chlorine dioxide (ClO2). Given that ClO2 is the only option for disinfection in the Rio Grande Valley due to the disinfection by-products rule of the Safe Drinking Water Act, Melden & Hunt, Inc. has tremendous experience with this method of disinfection.

North Alamo Water Supply Corporation – 9.6 MGD Victoria Rd Water Treatment Plant Design:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden & Hunt, Inc. was engaged by North Alamo Water Supply Corporation (NAWSC) to provide engineering services for the purpose of expanding the Corporation's main water treatment plant (Plant #5). A review of all existing processing units was performed as part of the preliminary engineering services offered by Melden & Hunt, Inc. The review led to our petitioning of the TNRCC for an additional 800,000 gallons of capacity based upon process computations. The approval of the petition by the TNRCC resulted in a significant expansion with no capital expenditure. Melden & Hunt, Inc. completed its assignment by providing plans, specifications, and contract administration on a 4.8 MGD expansion to Plant #5 to bring it to its present capacity of 9.6 MGD. Construction on the project has recently been completed, and the facility is producing finished water having turbidity well below 0.1 ntus

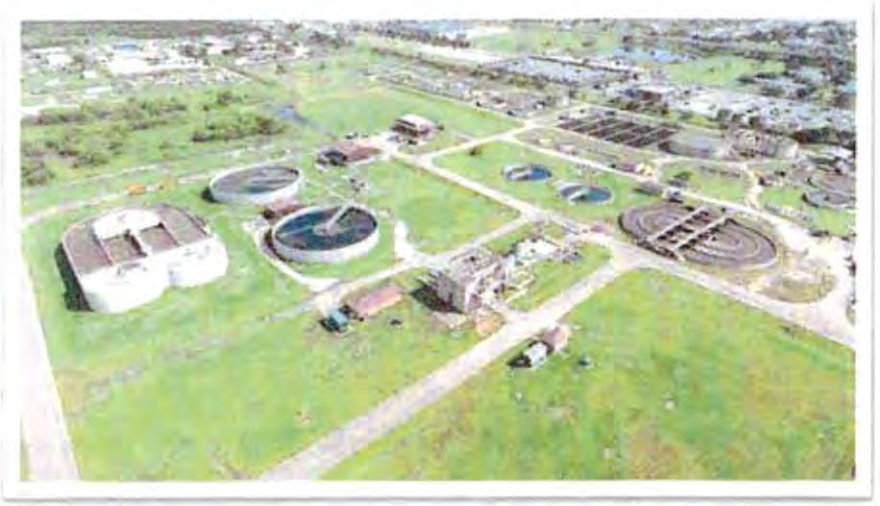
City of McAllen - McAllen Public Utility – 8.25 MGD Water Treatment Plant:
Client: McAllen Public Utilities
Contact Person: Mark Vega, P.E., General Manager
Telephone: 956-681-1630

Melden and Hunt, Inc. was subcontracted for the construction of McAllen's new Northwest Water Treatment Plant. Melden and Hunt, Inc.'s role in this contract included the development, design, bidding, and construction administration for the construction of City of McAllen's 8.25- MGD Northwest Water Treatment Plant. The raw water facilities constructed included a canal intake, raw water piping, and a 200-million-gallon storage reservoir with intake structure. The main plant facilities constructed included a low lift pump station, a flocculation/sedimentation basin with chlorine dioxide disinfection chamber, dual-media filters, a transfer pump station, and associated yard piping. Sludge handling facilities that were constructed included a backwash equalization basin, a plate settler, lagoons, and a decant pump station. Ancillary facilities work included a chemical building and chemical feed systems, an electrical building, an operations building, grading, paving and drainage, and landscaping.

WASTEWATER TREATMENT PLANT DESIGN

North Alamo Water Supply Corporation – Wastewater Treatment Plant Design:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden & Hunt, Inc. was contract by North Alamo Water Supply Corporation to bring sanitary sewer service to the community of San Carlos utilizing 306C Colonia Funding available through United States Department of Agriculture Rural Utility Service. San Carlos is rural a community of approximately 798 people. Substandard housing and plumbing facilities characterize much of the rural subdivision development. North Alamo Water Supply Corporation provides water to the community. However, individual on-site wastewater systems and pit privies were the means by which residents of San Carlos disposed their wastewater. Many residents had overflow and odor problems within their on-site septic systems.



Melden & Hunt, Inc. provided total engineering services from planning through construction to bring first time service to the area. The constructed facilities include a Wastewater Treatment Plant that consists of a primary pond, a secondary pond, a holding pond, recirculation and irrigation pump station, all related piping and valves, all electrical work, instrumentation, site work necessary for a turnkey installation ready for operation. To collect wastewater in the community of San Carlos a conventional gravity collection system was designed and constructed. The collection system consists of over 26,300 linear feet of pipe 78 manholes a three lift stations. Construction cost for the entire project was $1,710,000.

City of Mission - Wastewater Treatment Plant Design:
Client: City of Mission
Contact Person: Martin Garza Jr., City Manager
Telephone: 956-580-8663

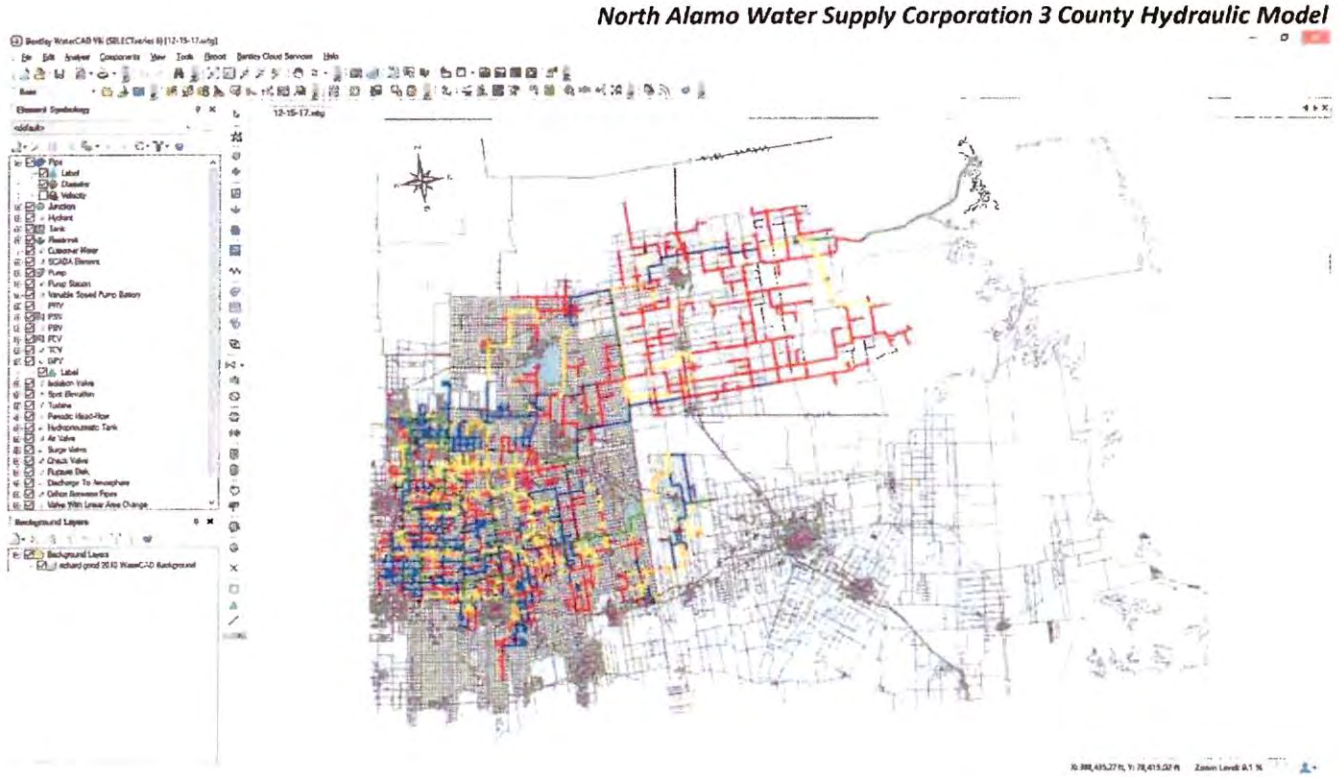
Replace the existing motorized bar screen and upgrade the existing plant lift pumps to produce higher flow capacity; add a new primary clarifier; replace the trickling filter distributor arms; construct an intermediate plant lift station; add automatically adjustable weirs to the existing oxidation ditches; expand the chlorine contact chamber and add dechlorination equipment; convert the existing anaerobic digester to an aerobic digester; add belt filter press equipment for sludge dewatering; and make extensive piping changes throughout the plant. The collection system involved the installation of sanitary sewer improvements. The collection system construction included 22,785 feet of gravity collection lines, two lift stations, and 24,133 feet of force main. The construction cost for the treatment plant and collection system was $4,165,250.

HYDRAULIC MODELING

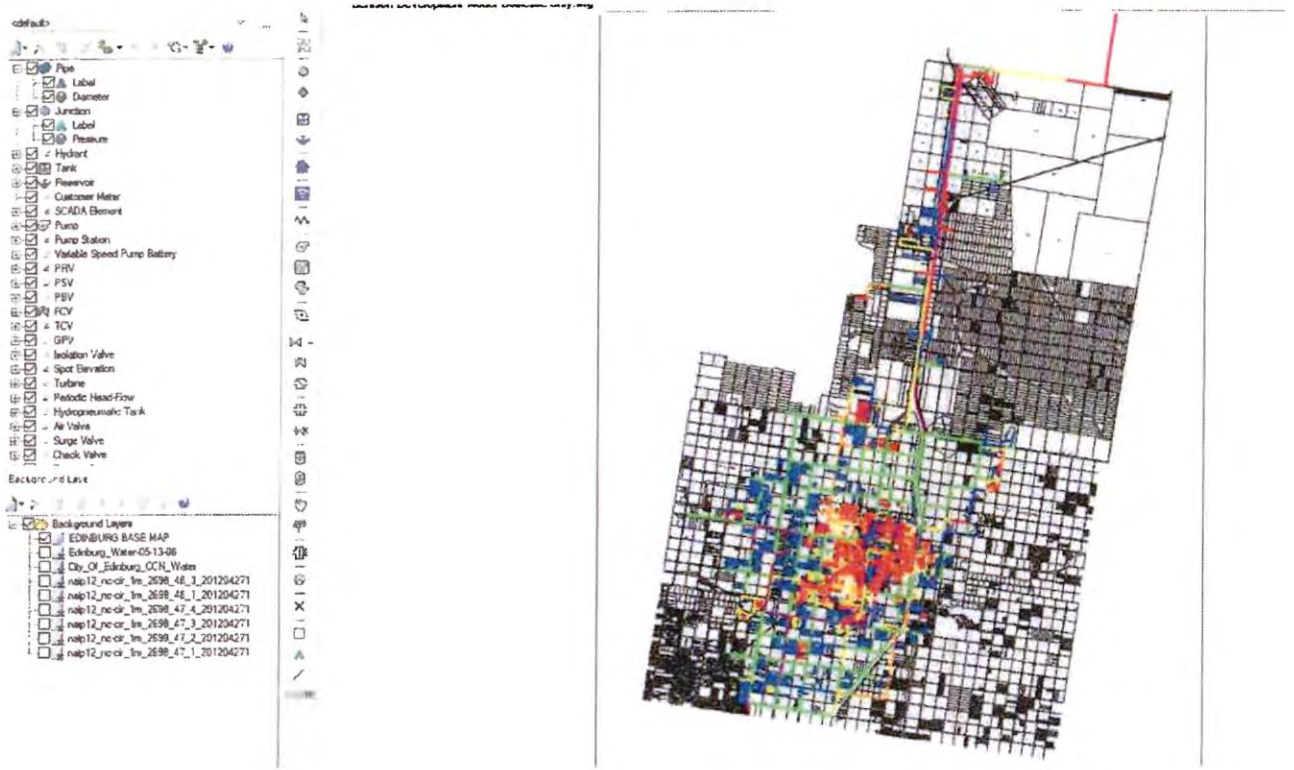
North Alamo Water Supply Corporation – Hydraulic Modeling:
Client: North Alamo Water Supply Corporation
Contact Person: Steve Sanchez, General Manager
Telephone: 956-383-1618

Melden and Hunt, Inc has been providing North Alamo Water Supply Corporation with Hydraulic Modeling services providing technical consultation and recommendations on the expanding system and to address low pressure areas during peak demand scenarios. Melden and Hunt, Inc has provided such services to various entities with the likes of AGUA Special Utility District, City of Edinburg, and the City of Floresville. The main obstacle to overcome is to compile all the existing as-builts and records of existing water or wastewater lines to precisely transfer such data to a hydraulic model. Melden and Hunt, Inc. utilizes the knowledge and expertise the engineers have gathered throughout the years to apply real life field conditions to the hydraulic model. By doing this Melden and Hunt, Inc can accurately produce a better representation to the client of their system.

North Alamo Water Supply Corporation 3 County Hydraulic Model



City of Edinburg Hydraulic Model



City of Mission Hydraulic Model

BUILDING ENGINEERING

As part of many water and wastewater projects Melden and Hunt, Inc. has provided, building engineering has been an integral part of allowing these sophisticated plant designs to be operational. Melden and Hunt, Inc has provided building engineering for Offices and Labs. For any structural design recommendations, Melden and Hunt, Inc would collaborate with Chanin Engineering to provide any building engineering services which will be required on any of the Engineering Services Packet. The following is partial listing of the projects where Melden and Hunt, Inc. has provided building engineering services.

- Building Engineering: Offices and Labs
  - City of Mission Water and Wastewater Treatment Plants
  - City of Edinburg Water and Wastewater Treatment Plants

PAVING AND DRAINAGE

Client: City of Edinburg
Contact Person: Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
Telephone: 956.388.8211
Location: Edinburg, Texas
Project Date: 2018 to 2020

- McIntyre Amphitheater Project
  City of Edinburg engaged Alvarado Architects & Associates, Inc to provide construction documents for the McIntyre Amphitheater project. Melden and Hunt, Inc. was part of the design team hired by Alvarado Architects & Associates to provide Civil engineering services for the project. Amphitheater will encompass the downtown area between 10th Street and McIntyre and Kuhn Street providing outdoor event venue for the City of Edinburg.

  Contact: Eli Alvarado III,
  Alvarado Architects & Associates
  956-464-8258

  Contractor: Gerlach Builders
  918 Big Horn Drive
  Edinburg, TX 78542
  (956) 781-9781

- Lull Subdivision Paving Improvements
  City of Edinburg engaged Melden and Hunt, Inc. to provide plans, specifications and estimates for the paving improvements of Lull Subdivision within the City of Edinburg. The paving project included paving of 3.61 miles of existing roadways constructing 30-ft roadways with curb and gutter. City of Edinburg added additional scope of replacing undersized waterline within the subdivision and replacing with 8-inch pvc waterline and upgrading existing Fire Hydrants.

  Contact: Mardoqueo Hinojosa, City Engineer
  415 W. University Drive
  Edinburg, Texas 78541
  956-388-8955

  Contractor: Texas Cordia Construction
  3149 Center Pointe Dr. Suite C
  Edinburg, TX 78539
  (956) 627 – 6181

- Old Townsite South Drainage
  City of Edinburg engaged Melden and Hunt, Inc. to provide plans, specifications and estimates for the Storm and Sanitary Sewer improvements along Sprague St within the City of Edinburg. The project limits were from 8th Ave to 19th Ave along Sprague Street. This project encompassed the upgrading of existing storm infrastructure by installing a 72-inch drain line and reconnecting existing laterals. As part of the project a relocation of sanitary sewer main was completed to achieve the installation of the storm line.

  Contact: Mardoqueo Hinojosa, City Engineer
  415 W. University Drive
  Edinburg, Texas 78541
  956-388-8955

  Contractor: RG Enterprises, LLC
  711 E. Wisconsin Rd
  Edinburg, TX 78539
  (956) 283 – 7040

Melden & Hunt Experience with City of Edinburg, Texas

City of Edinburg North 281 Water Tower
City of Edinburg WWTP Rehabilitation Project
City of Edinburg North WWTP
City of Edinburg New Collection System
City of Edinburg WWTP Permit Renewal
City of Edinburg 5.6 MGD WWTP Expansion
City of Edinburg Master Plan for WWTP Facility
City of Edinburg Concrete Repairs to Aeration Basin
City of Edinburg Water and Wastewater Master Plan
City of Edinburg Water Distribution System Hydraulic Model
City of Edinburg Sewer Collection System Hydraulic Model
City of Edinburg 24 Inch Downtown Transmission Line
City of Edinburg Modeling Analysis & Planning of Distribution Improvements Along US Highway 281
City of Edinburg Monte Cristo Road Waterline Improvements
City of Edinburg Master Plan for Water Treatment Plant
City of Edinburg New Water Treatment Plant
City of Edinburg New City Hall
City of Edinburg Old Townsite South Drainage Improvements
City of Edinburg Lull Subdivision Drainage Improvements
City of Edinburg Bridge Rehab Project
City of Edinburg South Park Swimming Pool Slide
City of Edinburg TDRA Regional Detention Pond
City of Edinburg Hike and Bike Trail Project
City of Edinburg McIntyre Amphitheater Project
City of Edinburg Lull Subdivision Paving Improvements
City of Edinburg Doolittle ROW Mapping

INSURANCE

Melden & Hunt, Inc. is not involved in any litigation, arbitration, administrative action related to past or current performance, or the subject of any professional censure or licensure suspension. Notably, Melden & Hunt, Inc. has never been terminated from an assignment for non-performance or unsatisfactory work.

Plus, we maintain an outstanding performance record with our clients, maintain all required insurance, and have a bonding capacity to meet any project. For this project, Melden & Hunt, Inc. will sign and administer all contracts, as well as meet all insurance requirements.



Melden & Hunt's insurance carriers and agents are as follows:

Mr. David T. Smith
Texas Mutual Insurance Company
Valley Insurance Services
508 South 12th Avenue
Edinburg, Texas 78539
P: 956.383.1696
(Workers Compensation & Employers Liability)

Mr. Robert R. Elizalde
State Farm Insurance
5107 South McColl Road
Edinburg, Texas 78541
P: 956.683.9800
(General Liability, Automobile Liability, Excess/Umbrella Liability)

Mr. Gary P. Pearl
Pearl Insurance Group, LLC
1200 East Glen Avenue
Peoria Heights, Illinois 61616-5348
P: 800.447.4982
(Professional Liability)

The following pages are copies of our insurance certificates for your review:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

PRODUCER
Valley Insurance Services
508 S 12th Ave
Edinburg TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Melden & Hunt Inc.
115 W. Mcintyre
Edinburg TX 78539

INSURER A: Texas Mutual Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY H

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ ☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$ 500000
					E.L. DISEASE - EA EMPLOYEE	$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT	$ 500000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE David T. Smith

ACORD 25-S (7/97)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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
Pearl Insurance Group, LLC
1200 East Glen Avenue
Peoria, Heights, IL 61616-5348

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Melden & Hunt Inc
115 W McIntyre St
Edinburg TX 78541-3337

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
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY [ ] PRO- [ ] LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE $
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE $
	DED [ ] RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS [ ] OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
X	Other Professional Liability						1,000,000 each claim 2,000,000 aggregate 50,000 deductible

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL SERVICE AGREEMENT

Melden & Hunt, Inc. maintains an outstanding performance record with all of its clients, plus we maintain all required insurances, and we have a bonding capacity to meet any project. For this project, Melden & Hunt, Inc. will sign and administer all contracts, as well as meet all insurance requirements.

What is more, Melden & Hunt, Inc. has read the enclosed service agreement within the RFQ packet and will execute the proposed agreement upon receiving a work order.

Further, Melden & Hunt, Inc. has always been proud of its strength and ability to perform complex tasks. The overall entrepreneurial spirit of this company has been characterized by the ability and will to think differently and to find better, more future-oriented ways to generate value.

Melden & Hunt, Inc. reports good earnings for 2021. With many exciting projects and a solid financial position, prospects for the future are good.

It is important for the City of Edinburg to realize that Melden & Hunt, Inc. carefully manages its workload to minimize financial risk, never undertaking a contract without the proper resources to guarantee its absolute success; the firm is always investing in and maintaining its capital resources to keep up with the demands of its clients and the ever changing world.

Melden & Hunt's business model has been to pursue work experience spanning nearly every conceivable sector of civil engineering and land surveying, and this unique diversity ensures our strength.

Melden & Hunt, Inc. is well positioned for future growth and together with our experience and committed employees; this will give Melden & Hunt, Inc. an excellent opportunity to take on new challenges. That is why Melden & Hunt, Inc. wants for the City of Edinburg to rely on our firm for its engineering and surveying needs.



CONTACT INFORMATION



Melden & Hunt, Inc. has designated **Mr. Mario Reyna, P.E.** as Project Engineer/Manager and primary point of contact. He will develop a work plan and be responsible for scheduling and performance of all work associated with your projects.

Office Number: 956.381.0981
Mobile Number: 956.500.2734
Fax Number: 956.381.1839
E-Mail: mario@meldenandhunt.com

Melden & Hunt, Inc. has designated **Mr. Allan F. Booe, P.E.**, as a secondary point of contact. Together with Mr. Kurth he will coordinate and administers Melden & Hunt's team effort to complete all services asked of Melden & Hunt, Inc. and within the best interest of the City's schedule and budget.

Office Number: 956.381.0981
Mobile Number: 956.605.1670
Fax Number: 956.381.1839
E-Mail: abooe@meldenandhunt.com

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:

08/02/2022

Company/Vendor Name:

Melden & Hunt, Inc.

Printed Name and Title:

Mario Reyna, P.E., President

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, **Mario Reyna, P.E., President**, the undersigned representative of

Melden & Hunt, 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:

Mario Reyna, P.E., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

SENATE BILL 13 VERIFICATION

I, **Mario Reyna, P.E., President**, the undersigned representative of

Melden & Hunt, 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:

Mario Reyna, P.E., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

SENATE BILL 19 VERIFICATION

I, **Mario Reyna, P.E., President**, the undersigned representative of

Melden & Hunt, 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 earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Mario Reyna, P.E., President

TYPE/PRINT NAME AND TITLE:

08/02/2022

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Mario Reyna, P.E., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of **Melden & Hunt, 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 2ND day of Aug. 2022.

By: _____

Notary Public ADELITA M. ROBLES

My commission expires 07.01.2025

ADELITA M ROBLES
Notary Public, State of Texas
ID# 12941562-1
My Commission Expires
07-01-2025

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN & HUNT, INC FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/15/2022

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 AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	**CONTACT NAME:** Jim Ledbetter **PHONE (A/C, No, Ext):** 360-626-2019 **FAX (A/C, No):** 360-626-2019 **E-MAIL ADDRESS:** jim.ledbetter@assuredpartners.com
INSURED MELD&HU-01 Melden & Hunt Inc 115 W McIntyre St Edinburg TX 78541	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Endurance American Specialty Insurance Company / 41718 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1496486353 **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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ 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					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL30003851301	2/15/2022	2/15/2023	Per Claim Aggregate	$2,000,000 $2,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Matthew L. Copus

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 09/16/2022

PRODUCER
Valley Insurance Services
508 South 12th Avenue
Edinburg TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Melden & Hunt Inc.
115 W. Mcintyre
Edinburg TX 78539

INSURERS AFFORDING COVERAGE

INSURER A: Transportation Insurance Company
INSURER B: Texas Mutual Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	5084063580	08/12/2022	08/12/2023	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2022	02/13/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Edinburg is included as an Additional Insured with respect to General Liability as per written agreement.

CERTIFICATE HOLDER

City of Edinburg
P. O. Box 1169
Edinburg TX 78540

[ ] ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2022

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

State Farm

STATE FARM INSURANCE
ROBERT ELIZALDE
5107 S MCCOLL RD
EDIBURG, TX 78539

CONTACT NAME: BIANCA TERAN
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: INFO@ROBERTELIZALDE.COM

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State Farm Mutual Automobile Insurance Company	25178
INSURER B :	State Farm Fire and Casualty Company	25143
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

MELDEN & HUNT, INC
115 W MCINTYRE ST
EDINBURG, TX 78541

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:							$
	AUTOMOBILE LIABILITY	Y	Y	172 5834-B10-53E	02/10/2022	02/10/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			Primary/ Non-Contibutory			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			90-B8-L943-1	02/14/2022	02/14/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Edinburg
P.O. Box 1169
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

Bianca Teran

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C-4611-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-944093

Date Filed:
10/13/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Melden & Hunt, Inc.
Edinburg, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 2022-05
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Reyna, Mario	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mario Reyna, P.E., and my date of birth is 08/03/1987.

My address is 115 W. McIntyre Street (street), Edinburg (city), TX (state), 78541 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 13th day of October (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “C”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370 License#: 6003745	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com
INSURED Melden & Hunt Inc 115 W McIntyre St Edinburg TX 78541 MELD&HU-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Pacific Insurance Company, Limited — 10046 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 511882756** **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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			13OH050577723	2/15/2023	2/15/2024	Per Claim Aggregate	$2,000,000 $2,000,000

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

Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Matthew L. Copus

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE: 03/09/2023

PRODUCER
Valley Insurance Services
508 South 12th Avenue
Edinburg TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Melden & Hunt Inc.
115 W. Mcintyre
Edinburg TX 78539

INSURER A: Transportation Insurance Company
INSURER B: Texas Mutual Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	5084063580	08/12/2022	08/12/2023	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2023	02/13/2024	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Edinburg is included as an Additional Insured with respect to General Liability as per written agreement.

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: ____

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Leena Smith

ACORD 25-S (7/97)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2023

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

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

PRODUCER StateFarm STATE FARM INSURANCE ROBERT ELIZALDE 5107 S MCCOLL RD EDIBURG, TX 78539	CONTACT NAME: BIANCA TERAN PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: INFO@ROBERTELIZALDE.COM
INSURED MELDEN & HUNT, INC 115 W MCINTYRE ST EDINBURG, TX 78541	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: State Farm Mutual Automobile Insurance Company — 25178 INSURER B: State Farm Fire and Casualty Company — 25143 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:							$
	AUTOMOBILE LIABILITY	Y	Y	172 5834-B10-53E	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			Primary/ Non-Contibutory			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	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE			90-B8-L943-1	02/14/2023	02/14/2024	AGGREGATE	$ 5,000,000
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Edinburg
P. O. Box 1169
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

Bianca Teran

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONTRACTUALS
Agenda Item No: 10.F.

1. **Agenda Item:**
Consider Authorizing the City Manager to Pay the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering, LLC in the Amount of $31,334.88. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. **Description:**
The City has converted approximately half of the existing conventional meters to smart meters. The smart meters require a software to provide the water meter readings to the City's billing software. The payment of the subscription will allow for Kamstrup to continue providing its smart water meter software services to the City.

The subscription will be valid until July 2024.

Funding is available within the FY2023-2024 Utility Fund Operating Budget.

In 2020, the City purchased the Kamstrup Smart Water Meters and Software as a Disaster Emergency Purchase and complied with the City's procurement policies during that time.

The payment of the invoice will allow for Kamstrup to continue providing its smart water meter software services to the City, which will minimize the time required to gather water meter readings.

3. **Staff's Recommendation:**
Approve authorizing the City Manager to pay the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering, LLC in the amount of $31,334.88.

Reviewed by:

Prepared by:
Gerardo Carmona Jr
P.E.
Director of Utilities

Attachments:
A. Kamstrup Invoice
B. US Ready License and Hosting Agreement
C. General Licensing Conditions for Software
D. General Terms and Conditions for Delivery

Aguaworks Pipe and Supply, LLC
2907 N Cental Ave
Brownsville, TX 78526
UNITED STATES

Kamstrup Water Metering LLC
245 Hembree Park Drive Suite 110
Roswell, GA 30076
Phone: 404-835-6716
FAX: 678-387-3602

Invoice

Delivery Address
Aguaworks Pipe and Supply, LLC
2907 N Cental Ave
Brownsville, TX 78526
UNITED STATES

Dates & Terms:

Invoice Number	CD99005515
Invoice Date	07/27/2023
Terms of Payment	30 Days Net
Terms of Delivery	DAP
Delivery Terms Location	Brownsville

Order Information:

Order Number	25278407
Customer Number	0010166W
Purchase Order Number	Transfer Edinburg
Your Reference	DADN
Our Reference	Internal Sales
Salesperson:	Damian Deleon

Pos	Description	Sales Qty	Net Amount USD
	Subscription information		
	Subscription name: City of Edinburg		
	Metering points, Customer: 20000		
	Metering Points, Subscription: 20000		
	Software: READy		
	Infrastructure: AMI		
	Reading interval: Hourly		
	Consumption type: HCW		
	Operation type: Kamstrup hosted solution		
	Invoice period: 07/27/2023 - 07/26/2024		
	Net Price Index: Index 2023: 6,75 %		
	Package: No package		
	Subscription Costs		
	READy Software Licence	1	31,334.88
	Support agreement	1	
	Hosting agreement	1	

Total Exclusive Tax			31,334.88
City Tax	0%		0.00
State Tax	0%		0.00
County Tax	0%		0.00
District Tax	0%		0.00
Invoice Amount to Pay		USD	31,334.88

US READy License and Hosting Agreement

Important Notice: You must read the terms of this Agreement carefully. If you do not agree to any of this terms, you must not download or use any Kamstrup software products.

Kamstrup License and Hosting Agreement

This License and Hosting Agreement ("Agreement") is entered into by and between Licensee and Kamstrup Water Metering, LLC, a Georgia limited liability company with its principal place of business at 245 Hembree Park Drive, Suite 110, Roswell, Georgia 30076 ("Kamstrup.")

WHEREAS, Licensee hereby purchases a license for the use of Kamstrup's READy software ("READy System"); and

WHEREAS, Kamstrup will host the READy System on its own dedicated server(s);

NOW, THEREFORE, the parties hereto agree as follows:

1. License: Term of License
   - 1.1 Kamstrup hereby grants Licensee a non-exclusive, non-transferable limited license to access, use, display, run or otherwise interact with the READy System during the term of this Agreement.Kamstrup will host the READy System according to ISO27001 as extended by Kamstrup Procedure PRO-00145. A copy of this document is available to Licensee upon request.
   - 1.2 This license and the hosting services provided by Kamstrup shall begin on the date on which the software subscription for the Licensee is activated, when Licensee shall be allowed to download and install READy Manager.
   - 1.3 The Agreement is for an initial term of thirty-six (36) months from the date of Licensee's download installation of READy Manager as provided above.
   - 1.4 The Agreement shall renew automatically at the end of the initial of thirty-six (36) month term for an additional one-year period unless either party provides notice of termination to the other party ninety (90) days in advance of the end of the initial term.
2. License Fees
   - 2.1 Licensee agrees to pay the fees agreed in the sales order to Kamstrup annually, in advance, to license the relevant Kamstrup products. The first such payment shall be due on or before the date of download and installation noted in Section 1.3, above.
   - 2.2 The license fees due under this Agreement may be adjusted by Kamstrup consistent with any increase in the consumer price index. Such adjustments can only occur on an anniversary of this Agreement.
   - 2.3 Should the Licensee not pay the annual license fees when due or should Licensee not pay any other sums due to Kamstrup under this or other agreements when due, then Kamstrup reserves the right to suspend hosting services and to terminate Licensee's access to the READy System until the overdue payment is received. During this time, Licensee may not be able to access its data via the READy System.
3. Support
   - 3.1 Licensee shall be entitled to obtain from Kamstrup email and phone support for the READy System. Such email and phone support shall be available from Monday to Friday from 8:00am – 5:00pm. All times are Eastern Standard Time.
     Email support: supportus@kamstrup.com Phone Support: (404) 835-6716.
   - 3.2 In addition, Kamstrup will provide Licensee with any and all scheduled updates to the READy System or Hot Fixes. For this purpose ""Hot Fix" is an update update not covered by a scheduled update and required to resolve one or more critical issues (e.g. bugs) affecting a specific Licensee.
4. Ownership of the READy System
   Nothing in this Agreement provides Licensee with any title to, or ownership of, the READy System or any components thereof but, rather, only a limited use license as specified in this Agreement. Kamstrup has sole and exclusive ownership of and all right and title to, the READy System and any and all intellectual property rights therein. In addition, Kamstrup retains ownership in any derivatives, modifications and/or enhancements to the READy System including ownership of all trade secrets and copyrights pertaining thereto. The READy System software shall be hosted by Kamstrup and Licensee's use will occur via the Internet.
5. Licensee Data
   For the term of this Agreement, Licensee Data will be stored by the READy System host computer. Licensee shall have sole and exclusive ownership of all right, title and interest in and it's Licensee Data. Licensee Data shall mean any and all meter-reading data stored by, or at the direction of, or on behalf of, Licensee on Kamstrup's host computer system using the READy System or as otherwise conveyed to the host computer system. Licensee Data includes, but is not limited to, personal information about Licensee's end-user Licensees and related information.
6. Added Services
   Services, in addition to the hosting services detailed herein, may be offered to Licensee by Kamstrup at Kamstrup's then-current hourly rate.
7. LIMITED WARRANTIES REGARDING SOFTWARE, HOSTING AND SERVICES. THE READy SYSTEM AND ALL HOSTING SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF COMPUTER HARDWARE OR COMMUNICATIONS SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, KAMSTRUP DOES NOT MAKE, AND HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES ARISING BY LAW OR OTHERWISE, REGARDING THE READy SYSTEM AND HOSTING SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. IN NO EVENT SHALL KAMSTRUP HAVE ANY LIABILITY FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DESTRUCTION OF INFORMATION BEING HOSTED BY KAMSTRUP AS A RESULT OF ACCIDENT, FRAUDULENT MEANS OR THIRD PARTY DEVICES.
8. INTERRUPTION IN SERVICES
   KAMSTRUP WILL NOT BE LIABLE FOR ANY DELAY, OUTAGES, OR INTERRUPTIONS OF THE HOSTING SERVICES NOR SHALL KAMSTRUP BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM THE HOSTING SERVICES UNDER THIS AGREEMENT WHERE SUCH DELAY OR FAILURE RESULTS FROM AN ACT OF GOD OR ANY OTHER CAUSE (INCLUDING, WITHOUT LIMITATION, ANY MECHANICAL, ELECTRONIC COMMUNICATIONS OR THIRD PARTY SUPPLIER FAILURE.) KAMSTRUP SHALL ALSO NOT BE LIABLE FOR ANY LOSSES OR OTHER DAMAGES LICENSEE MAY SUFFER IN CONJUNCTION WITH LICENSEE'S USE OF THE READy SOFTWARE AND HOSTING SERVICES. WHILE KAMSTRUP AND/OR AN AUTHORIZED THIRD PARTY PROVIDER, WILL PROVIDE BACKUP SERVICES AND MAKE EVERY EFFORT TO MAKE LICENSEE'S DATA AVAILABLE, KAMSTRUP DOES NOT GUARANTEE THAT COPIES OF LICENSEE DATA INFORMATION WILL BE AVAILABLE AT ALL TIMES.
9. Denial of Service
   Licensee acknowledges that Kamstrup may, at its sole discretion, limit or deny access to Kamstrup's servers, including blocking of certain ports and/or the denial of certain services if, in its judgment, such limitations or denials are required to ensure the security of Kamstrup's network, the integrity of its network's structure or to prevent damage to its network, the software, or the data stored on (the) its servers. Licensee hereby agrees that Kamstrup shall not be liable for any damages resulting from such limitation or denial of service.
10. Termination
    - 10.1 If a party hereto fails to perform any of its material obligations to the other party under this Agreement, the latter may give notice in writing of such default, specifying the obligation or obligations that the other party has failed to perform. If such default has not been cured within thirty (30) business days after providing such notice, the party providing notice may, at its option, terminate this Agreement immediately by written notice of termination to the defaulting party and the terminating party shall be entitled to all remedies available at law or in equity.
    - 10.2 In the event of termination of this Agreement by Kamstrup as a result of an uncured default by Licensee, Licensee shall become immediately liable for all payments due under this Agreement for the remainder of the term of this Agreement.
    - 10.3 Either party may terminate this Agreement if the other is or becomes insolvent, becomes a party to any bankruptcy or receivership proceeding or any similar action effecting the affairs of that party.
11. Limitation of Liability
    IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF KAMSTRUP FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY LICENSEE TO KAMSTRUP UNDER THIS AGREEMENT DURING THE LAST TWENTY-FOUR MONTHS.

12. Confidentiality

During the term of this Agreement and thereafter, one party may gain access to the trade secrets of the other, including, but not limited to, technical information, formulas, software, Licensee lists, pricing information and engineering drawings. Each party agrees to treat all such information as trade secrets and shall take all reasonable steps to maintain the confidentiality of such information. This clause shall not apply to information that, through no fault of the receiving party, enters the public domain.

13. Miscellaneous

13.1 No Agency

Nothing contained herein shall be construed or considered to create a joint venture, partnership or agency relationship between Kamstrup and Licensee and the parties shall not hold themselves to be in any such relationship.

13.2 No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

13.3 Entire Agreement

This Agreement, together with all Exhibits attached hereto, which are incorporated by reference herein, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, with respect thereto.

13.4 Assignment

A party may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto, which consent shall not be unreasonably withheld. Any attempted assignment made in violation of this Agreement shall be null and void and/or a material breach of this Agreement.

13.5 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

13.6 Headings

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.7 Notices

Any notice or other communication required or permitted by this Agreement must be given in writing and must be delivered by personal delivery (including personal delivery by a nationally recognized overnight delivery service), first class mail (registered or certified), or telecopy (with a copy sent by personal delivery or first class mail). For purposes of notices, the addresses of the parties shall be as set forth below. Each party shall have the right to change its address by giving written notice of the new address to the other party. Notice shall be effective upon receipt.

If to Kamstrup: Kamstrup Water Metering, LLC
245 Hembree Park Drive
Suite 110
Roswell, Georgia 30076

If to Licensee: To the registered office of the Licensee.

13.8 Governing Law

~~This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.~~

13.9 Amendments and Waivers

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by duly authorized representatives of all of the parties hereto. No waiver by any party of any default, misrepresentation, breach of warranty, representation or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.10 Severability

Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof.

13.11 Expenses

Each party will bear its own costs and expenses (including, without limitation, all legal fees) incurred in connection with this Agreement and the transactions contemplated hereby.

13.12 Survival

The obligations and duties set forth in paragraphs 5 and 6 hereof shall survive the termination of this Agreement and remain in full force and effect.

~~14.~~ ~~Arbitration~~

~~Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) under the Expedited Procedures of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any controversy or This Agreement constitutes the entire agreement of the parties on the same products or services matter and supersedes all previous negotiations or agreements, whether oral or written between the parties.~~

General Licensing Conditions for software

Delivered by Kamstrup Water Metering L.L.C.

1.0 General terms and conditions

1.1. These General Licensing Conditions (the "Conditions") shall apply to any agreement (the "Agreement") between Kamstrup Water Metering L.L.C. ("Kamstrup") and Licensee for the use of the Software and relevant documentation ("Documentation") provided by Kamstrup. Licensee terms of any form shall not apply unless specifically agreed.

2.0 Software License

2.1. Kamstrup hereby grants to Licensee the non-exclusive and non-transferable right to use the Software as defined in the Agreement. No further license or right to use is granted under these Conditions and any intellectual property contained in the Software shall remain Kamstrup's property at all times. "Use" shall mean (i) install, store, read, run and display the Software for the purpose of executing the program instructions for data processing and (ii) make the required temporary copies necessary for this process. The license remains in force until the Licensee stops using the Software or until termination of the Agreement in accordance with these Conditions. The Parties agree that these Conditions shall also apply (i) to any Software and/or Documentation updates, upgrades, error corrections, enhancements etc. and (ii) to customer-specific adaptations and extensions to standard Software.

2.2. Conditions of Use:

2.2.1. The Software and Documentation shall only be Used in accordance with these Conditions and Licensee shall comply with the instructions given by Kamstrup (including, but not limited to the Documentation).

2.2.2. The license is limited to the number of metering points, number of users and/or use at the agreed server locations as agreed between the Parties.

2.2.3. Unless otherwise agreed in writing, Licensee is entitled to use the Software and the Documentation for its own business only and shall not use or permit the use by, on behalf of or for the benefit of any third party or company in any way whatsoever, either free of charge or against payment. Subject to Kamstrup´s written consent, Licensee shall be entitled to have the Software installed at an operations provider (outsourcing) provided that the provider is located in the country where the Software will be used and the provider´s use of the Software is strictly limited to the purpose of Licensee being able to use the Software in accordance with these Conditions.

2.2.4. Licensee may make one backup copy of the Software solely for replacing the original Software if the original Software is not in working order. The copy may not be used at the same time as the original version of the Software. Otherwise, Licensee is not entitled to sub-license, copy, translate, alter, modify, produce derived forms of, disassemble, reverse engineer, decompile or use the Software and the Documentation other than in the contractually agreed manner or to the extent permitted by mandatory law, and shall prevent others from carrying out such prohibited activities.

2.2.5. All security matters of the IT-system on which the Software is used are Licensee's sole and exclusive responsibility. Licensee shall implement the necessary measures such as a disaster recovery and business continuity plans and shall make regular backup copies of all stored data (including all reported measurement data, databases, computer records and computer programs) in accordance with best computing practices.

2.2.6. Use of the Software outside the documented hardware, peripheral and software configurations is permitted (i) if the configured hardware and software infrastructure is temporarily inoperable; in this case the license is temporarily and without additional charge extended to suitable replacement infrastructure until the failure is remedied, provided the replacement infrastructure is under Licensee's direct control, or (ii) if the Software is used with suitable replacement infrastructure if the use of the infrastructure according to the original configurations is permanently discontinued. The use of the Software with temporary or permanent replacement infrastructure shall be at Licensee's sole risk and responsibility. Licensee shall track and keep records on the use, copying, storage and disclosure of the Software.

2.2.7. Kamstrup, or an independent auditor appointed by Kamstrup, may inspect any systems, records, documents or copies at Licensee's premises in order to audit the compliance with the obligations related to the Software. The costs for such inspection shall be borne by Kamstrup, un-

less it is determined that Licensee is in breach of its obligations under the Agreement, in which case Licensee shall bear the costs. Licensee shall make available such records to Kamstrup or its representative for this purpose.

3.0 Fee

3.1. The License Fee covers the delivery and use of the Software and the Documentation by Licensee in accordance with these Conditions. The License Fee is an one-time fee.

3.2. The Maintenance Fee covers the delivery and use of Patches and Releases. The Maintenance Fee is a yearly fee.

4.0 Invoicing and Terms of Payment

4.1. The agreed Fees shall be payable in advance, not in arrears. Except where otherwise agreed, all fees, costs and prices shall be payable in US$. They shall be exclusive of any sales or value added tax or other taxes and costs that may apply under the relevant jurisdiction. All payments shall be made in full without any deduction or set off to the bank account specified by Kamstrup no later than thirty (30) days after receipt of the invoice. If any sum payable under the Agreement is not timely paid in full, Kamstrup may charge interest at a rate of two (2) per cent per commenced month as from the due date (or, if lower, the maximum rate permitted by law) and/or, in case of failure to make payments within twenty (20) days after the due date, terminate the Agreement. Without limiting Kamstrup's right for late or non-payment, the User may not Use any new Data from the due date of the payment until to the date of actual payment.

5.0 Warranty

5.1. Kamstrup warrants that, if no maintenance or hosting contract has been concluded between the Parties for the software, for a period of 90 days, or otherwise, for the period of the maintenance or hosting contract, the Software materially fulfils the functionality as set out in the Documentation. Kamstrup further warrants the compatibility / interoperability of the Software with the tested and documented Kamstrup hardware; however, Kamstrup does not warrant that the Software will operate in all configurations and applications which Licensee may select for use.

5.2. In the event of a defect (i.e. breach of the warranty defined in this clause) during the warranty period, Licensee shall notify Kamstrup without undue delay in writing and provide all information to Kamstrup to analyse the defect. Kamstrup shall, within a reasonable time after receipt of the timely and substantiated defect notification, at its discretion (i) rectify such a defect by providing an adequate workaround solution, (ii) supply a replacement solution substantially fulfilling the same functional specifications or (iii) reimburse the reduction in value of the non-complying parts of the delivery.

5.3. This warranty is subject to Licensee's compliance with its obligations under the Agreement and does not apply to (i) third party software (ii) copies of the Software not originating from Kamstrup or not produced in the contractually agreed manner, (iii) Software used or installed on other than approved hardware and software configuration, (iv) Software that was subjected to improper or negligent installation or use or that suffered an accident for which Kamstrup is not responsible, (v) Software modified, extended or combined with other programs by Licensee or a third party without previous written approval, or (vi) Software that was subjected to treatment not conforming with environment, energy supply or operational limitation requirements specified in the Documentation or (vii) defects resulting from interfacing to third party systems.

5.4. THE WARRANTIES AND REMEDIES STATED IN THIS CLAUSE SHALL BE LICENSEE'S SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CASE OF SOFTWARE DEFECTS OR DEFAULTS; ALL WARRANTIES AT LAW ARE EXCLUDED.

6.0 Intellectual Property Rights

6.1. All rights, title and legal claims, including but not limited to copyright, trademarks and other intellectual property rights relating to the Software, Documentation and other deliveries made available hereunder to Licensee (including intellectual property rights to customer specific adaptations of standard Software, even if funded by Licensee), with the exception of the rights expressly granted in the Agreement, remain in their entirety the ownership of Kamstrup, its licensors or suppliers.

6.2. Kamstrup warrants that, to the best of its knowledge, the Software does not infringe third party intellectual property rights in a way prohibiting the use in the country where the Software is licensed for use.

6.3. In case the Software infringes third party intellectual property rights that Kamstrup should have been aware of, Kamstrup shall indemnify Licensee for all reasonable costs and fees, provided that Licensee (a) immediately notifies Kamstrup of any claim, (b) allows Kamstrup to conduct any proceedings or accept any settlement with the third party and (c) assists Kamstrup in defending such claims if required.

6.4. If the Software infringes third party intellectual property rights, Kamstrup shall, at its own cost and at its sole discretion, either (i) modify the Software and Documentation so that it no longer infringes the respective third party intellectual property right, (ii) supply to Licensee a replacement solution essentially fulfilling the same functional specifications, (iii) obtain at its own cost the authorization for Licensee to use the respective third party intellectual property right or (iv) reimburse to Licensee the reduction in value of the infringing parts of the Software or Documentation.

6.5. Kamstrup's warranty under this Clause does not apply for any infringement of third party intellectual property rights caused by implementing Licensee's specifications, or for any use or modification by Licensee which is not in accordance with the Documentation or Kamstrup´s instructions.

6.6. THE WARRANTIES AND REMEDIES STATED HEREIN SHALL BE LICENSEE'S SOLE AND EXCLUSIVE WARRANTIES AND

REMEDIES IN CASE OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7.0 Liability

7.1. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT

7.1.1. KAMSTRUP´S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO 50 % OF THE LICENSE FEE OR (IF APPLICABLE) THE MAINTENANCE FEE PAYABLE FOR THE 12 MONTH PERIOD IN WHICH ANY CLAIM ARISES.

7.1.2. KAMSTRUP SHALL NOT BE LIABLE, WHETHER BY WAY OF INDEMNITY, BREACH OF STATUTORY DUTY, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY FOR ANY OPERATING LOSS, LOSS OF PROFITS OR REVENUES, LOSS OF PRODUCTION, LOSS OF CONTRACT, COST OF CAPITAL OR FOR ANY FINANCIAL OR ECONOMIC LOSS, LOSS OF DATA OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.1.3. THE REMEDIES SET OUT IN THE AGREEMENT ARE LICENSEE´S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

7.1.4. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

8.0 Termination

8.1. Each Party may terminate the Agreement by written notice with immediate effect if (i) the other Party materially fails to perform or comply with the Agreement or the applicable laws relating to the subject matter of the Agreement and fails to cure such default within a period of 30 days or (ii) the other Party goes into involuntary dissolution or bankruptcy or has a receiver appointed. Kamstrup may also terminate the Agreement with immediate effect in case of a non-authorized transfer or assignment of the Software, Documentation, the Agreement or parts thereof by Licensee, or, if Licensee merges with, has substantially all assets or stock acquired by a third party or acquires substantially all assets or stock of a third party which is in direct competition with Kamstrup.

8.2. Upon termination of the Agreement, Licensee shall immediately and permanently discontinue the use of and delete on its IT system the Software and Documentation and shall return the Software and Documentation (including any modification, electronic and other copies and recordings thereof) to Kamstrup without delay. For avoidance of doubt, there shall be no refund of any element of the License Fee, Maintenance Fee or other fees by reason of termination.

9.0 Miscellaneous

9.1. End of Life

9.1.1. Kamstrup may, at its discretion, decide to cease to support Software. Kamstrup will provide the Licensee with at least 90 days' written notice of the last date of commercial availability of the affected product (the "End of Sale Date"). Kamstrup will continue to support such products for a period of 3 years after the End of Sale Date, on the terms of Kamstrup's software support agreement. Kamstrup will have no obligation to continue support of such products after such 3 year period has expired.

9.2. Delivery and Acceptance

9.2.1. Kamstrup shall deliver (transmit, hand over or otherwise make available) one (1) copy of the Software in object code/machine-readable form on the appropriate media, the required license keys and one (1) set of the Documentation. Third party software and Documentation shall be delivered in the form and number as delivered by the third party supplier. In case a hosting contract is in place, the Software will be installed on a Kamstrup server and Licensee will be provided adequate access.

9.3. Confidentiality

9.3.1. All documents, information and data, whatever the medium, form or content, that Licensee receives from Kamstrup during the performance of the Agreement (i) shall be treated as confidential, (ii) shall not be transmitted or disclosed to third parties without Kamstrup's prior written consent. Licensee shall ensure that its employees and subcontractors receive such confidential information on a need-to-know basis only and comply with the confidentiality obligations as set out in this clause. This confidentiality obligation shall survive expiry or termination of the Agreement.

The confidentiality obligation does not apply to documents, information and data that (i) is generally available from public sources or in the public domain through no fault of Licensee, (ii) was received from a third party without breach of a nondisclosure obligation, (iii) is required to be disclosed by law subject to Licensee's obligation to notify Kamstrup of such disclosure in a timely manner; or (iv) approved for disclosure with Kamstrup's prior written consent.

9.4. Amendments

9.4.1. Modifications and amendments to the Agreement shall only be valid when made in writing and signed by authorized representatives of both Parties. This procedure may only be waived in writing.

9.5. Assignment

9.5.1. Licensee shall not assign, sub-license, lease or otherwise transfer, share or commercialize, whether in whole or in part, the Software and Documentation or any rights or obligations under the Agreement without the prior written consent of Kamstrup. Any breach of this obligation shall constitute a material breach and entitle Kamstrup to terminate the Agreement with immediate effect.

9.6. Force Majeure

9.6.1. Force Majeure shall be defined as an occurrence resulting from any cause beyond a Party's reasonable control, including blackouts, power failures, inclement weather, fire, explosions, natural disasters, epidemics, strikes, work stoppages, labour slow-downs, industrial disputes, sabo-

tage, destruction of production facilities, riots or civil disturbances, acts of government or governmental agencies, including changes in laws or regulations that materially and adversely impact the Party, its suppliers or licensors or any virus, worm or other harmful computer program. The affected Party shall not be considered to be in breach of the Agreement during the Force Majeure event and its consequences. The affected Party shall inform the other Party in writing as soon as practicable after the Force Majeure event has occurred and provide information on the consequences of such Force Majeure event. Payment obligations shall never be impaired by Force Majeure.

9.7. Severability

9.7.1. Should any provision of the Agreement be invalid or unenforceable, the remaining provisions shall not be affected thereby and the invalid or unenforceable provision shall be substituted by a valid and enforceable provision reflecting as closely as possible the Parties' original intent and commercial effect.

9.8. Contractual Documents

9.8.1. In the event that the Agreement and the documents mentioned herein contain contradictory provisions, and provided that circumstances do not indicate otherwise, the provisions shall apply in the order as follows: 1. The Agreement; 2. Appendices to the Agreement.

9.9. Entire Agreement

9.9.1. The Agreement (with its Appendices) shall be the entire agreement between the Parties in respect of the subject matter hereof and shall supersede any prior agreement, whether in writing or any other form.

10.0 Applicable Law and Dispute Resolution

10.1. These Conditions and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, USA, exclusive of the UN Convention on the International Sale of Goods.

10.2. Any controversy or claim arising out of or relating to these Conditions or the Agreement, or the breach thereof, shall be subject to the exclusive jurisdiction of the State courts of Georgia.

General Terms and Conditions for Delivery of Services

of Kamstrup Water Metering L.L.C.

1.0 General provisions

1.1. Unless otherwise agreed in writing between the Customer and Kamstrup Water Metering L.L.C. ("Kamstrup"), the following general terms and conditions shall apply to Kamstrup's delivery of services to the Customer.

1.2. The Customer's general conditions, customary practices etc., if any, shall not apply unless such conditions have been accepted expressly and in writing by Kamstrup.

2.0 Agreement

2.1. The agreement ("Agreement") shall consist of:

2.1.1. a contract indicating the parties to the transaction, the subject and the documents forming part of the Agreement,

2.1.2. relevant appendices specifying the services, prices etc., and

2.1.3. these General Terms and Conditions for the Delivery of Services.

3.0 Interpretation

3.1. In the event of any discrepancies between the documents forming the Agreement, these shall be interpreted according to the order of priority indicated in Clause 2 above; provided however, that individually agreed terms shall always take precedence over standard terms.

4.0 Services and Adjustments

4.1. Kamstrup shall deliver the services in accordance with the Agreement. The services shall be performed in accordance with good industry practice unless the Agreement stipulates otherwise.

4.2. The Agreement shall also apply to services relating to products purchased by the Customer after the conclusion of the Agreement. Kamstrup shall be entitled to increase the service charge accordingly.

4.3. The delivery times of the services indicated by Kamstrup shall be non-binding, except where this is expressly agreed by the parties.

4.4. Kamstrup shall be entitled to an adjustment to the scope, time for delivery and/or service charge for any change which results from new or amended statutory requirements or regulations or where the Customer requests a change of scope or time for delivery.

4.5. The services shall not include any remedying of damage caused by (a) the incorrect or unauthorized use of Kamstrup's products, (b) unauthorized repairs carried out the Customer or third parties, or (c) any act or omission by the Customer or a third party.

4.6. The service shall not comprise any work in relation to third-party products, including installation as well as service and maintenance of such products.

4.7. Kamstrup shall not establish direct contact with nor carry out work on behalf of consumers unless otherwise agreed separately with the Customer.

5.0 Data processing

5.1. Kamstrup processes personal data of the Customer's clients in connection with the performance of the services.

5.2. In this context, Kamstrup acts as processor in accordance with applicable data protection law. Kamstrup and the Customer shall comply with all applicable data protection laws and regulations and enter into a data processing agreement where this is legally required.
Kamstrup shall maintain an information security program including reasonable administrative, technical and physical measures designed to secure and protect the confidentiality, integrity and availability of all confidential information while in Kamstrup's possession against unauthorized, unlawful or accidental access, disclosure, transfer, destruction, loss or alteration.

5.3. Upon the Customer's request, Kamstrup shall provide the Customer with sufficient information to enable the Customer to ensure that relevant security measures for the data processing above have been implemented.

6.0 Payment and price adjustment

6.1. The Customer shall make payment to Kamstrup on or before the agreed time for payment and in no case later than 30 days from the correct invoice. In the event of late payment, interest shall accrue at a rate of per cent (2%) per month or (if lower) the maximum rate permitted by applicable law.

6.2. Where the Customer disagrees with Kamstrup on the amount due, the Customer shall notify Kamstrup without undue delay. Otherwise the amount invoiced shall be deemed accepted. In case of a good faith objection by the Customer, any uncontested part of the invoiced amount shall be paid on the due date.

6.3. Kamstrup is entitled to adjust the service charge once a year. The first adjustment shall apply one (1) year from the commencement of the Agreement, based on the increase in the last year's net price index. The respective adjustment of the service charge shall feature on the first following invoice.

6.4. Any travel expenses incurred by Kamstrup, including travelling time spent, which are not included in the

service charge, shall be invoiced separately to the Customer.

6.5. Any additional costs incurred by Kamstrup as a consequence of change in scope or time for delivery requested by the Customer or necessary due to circumstances outside Kamstrup's reasonable control shall be invoiced separately to the Customer.

7.0 Customer's obligations

7.1. The Customer shall comply with Kamstrup's instructions concerning equipment delivered by Kamstrup, including but not limited to instructions in manuals etc. as regards operation, maintenance and repair.

7.2. The Customer shall grant Kamstrup full and unrestricted access to performing the services. Kamstrup shall at any time have the right to access any equipment etc. delivered by Kamstrup, including with a view to inspecting and remedying a non-conformity. If the Customer's maintenance, use or other activity is not carried out correctly, the Customer shall immediately comply with Kamstrup's instructions relating thereto.

7.3. A contact person of the Customer shall be available and present when the services are performed at the Customer's site.

8.0 Warranty

8.1. Kamstrup warrants that it shall perform the services in a professional and workmanlike manner in accordance with the provisions of the Agreement. This warranty ceases 3 months from the performance of the respective service.

8.2. Where the service do not comply with the provisions of the Agreement, the Customer shall notify Kamstrup without undue delay upon discovering the non-conformity.

8.3. Kamstrup shall (and as Customer's sole and exclusive remedy for breach of any warranty), in its sole discretion, either:

8.3.1. Repair or re-perform non-conforming services in compliance with the provisions of the Agreement, or

8.3.2. Credit or refund the price of such non-conforming services at the pro rata Agreement rate.

8.3.3. OTHER THAN THE EXPRESS WARRANTY SET FORTH HEREIN, KAMSTRUP MAKES NO REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY EQUIPMENT, NETWORK DEVICES, FIELD TOOLS, SOFTWARE, FIRMWARE OR LOSS OF DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM.

9.0 Liability

9.1. Kamstrup shall not be liable for any operating loss, loss of profit, loss of business, financial losses or indirect losses sustained incurred by the Customer as a result of delayed or non-conforming services under the Agreement.

9.2. Furthermore, Kamstrup shall not be liable to the Customer's for any loss of data or for failures or breakdowns in the Customer's IT equipment such as hardware, software, networks and firewalls used for connection to the operations server.

9.3. Kamstrup's total liability under the Agreement shall not exceed an amount corresponding to the annual service charge.

9.4. IN NO EVENT SHALL KAMSTRUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Force Majeure

10.1. Kamstrup shall not be liable for any delay or non-performance of its obligations where such delay or non-performance is attributable to circumstances beyond Kamstrup's reasonable control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, epidemics, natural disasters, currency restrictions, computer viruses, worms etc., import or export bans, breakdowns or disruptions in telecommunication or, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Kamstrup.

10.2. In case the consequences of the Force Majeure event extend for a period of more than one (1) month, either party shall be entitled to terminate the Agreement by giving fourteen (14) days' written notice for expiry at the end of a month.

11.0 Intellectual Property Rights.

11.1. Unless otherwise expressly agreed, all intellectual property rights included in the service, including patents, trademarks, copyrights and design rights, shall at all times vest in Kamstrup.

12.0 Confidentiality

12.1. Both parties undertake to keep confidential any and all information exchanged by the parties which is either indicated as confidential or, due to its nature, should be kept confidential, including but not limited to Kamstrup's drawings and specifications, and information about prices and quantities with the exception of those instances where the disclosure of such information is necessary in order for the party to fulfil its obligations under the Agreement.

12.2. The confidentiality obligation of the parties shall continue to apply after the termination of the Agreement. It shall not apply to the extent that the information exchanged is or subsequently becomes publicly available, unless such public availability is the result of a breach of the Agreement.

13.0 Assignment

13.1. Neither party shall have the right to assign its rights or obligations in full or in part without the prior written approval of the other party.

13.2. Notwithstanding the above provision, Kamstrup shall have the right to transfer its rights and obligations in full or in part to an affiliate or a subsupplier without the

Customer's approval. Kamstrup shall be liable for Subsupplier's acts and omission as for its own acts and omissions.

14.0 Amendments

14.1. Any amendments or additions to the Agreement, including the appendices to the Agreement, shall only be valid if made in writing and signed by both parties.

15.0 Term and Termination

15.1. The Agreement shall run for a period of twelve (12) months and shall subsequently be renewed automatically for a further period of twelve (12) months at a time unless terminated in writing by either party with no less than three (3) months' prior notice before the expiry of the respective twelve-month period.

15.2. Either party shall be entitled to terminate the Agreement at any time by written notice if the other party is in material breach (including late or non-payment) and, where a remediation is possible, does not rectify such breach within a reasonable period of time.

~~16.0 Governing Law and Disputes~~

~~16.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods.~~

~~16.2. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, shall be sub-~~

~~16.3. ject to the exclusive jurisdiction of the State courts of Georgia.~~

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.A.

1. **Agenda Item:**
Consider Authorizing the Purchase of Two (2) New Smart View 360°Cameras with Hardware Included through the Texas Local Government Purchasing Cooperative (BuyBoard) to AM Signal. LLC of Littleton, Colorado, in the Amount of $37,991.06. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
The City of Edinburg continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff recommends purchasing two (2) New Smart View 360°Cameras with hardware included from AM Signal, LLC of Littleton, Colorado in the amount of $37,991.06. These cameras are to replace the current non-functioning detection systems at the following two (2) intersections Closner Blvd and Sprague St. and Closner Blvd. & Mark S. Pena Dr.

Projected delivery within 30 days of Purchase Order issuance.

Funding in the amount of $37,991.06 is available through the FY 2022-2023 General Fund.
FY 2022-2023 General Fund / Signs & Signal Equipment - Streets

Cooperative Pricing through the Texas Local Government Purchasing Cooperative (BuyBoard).

These cameras are to replace the current non-functioning detection systems at the following two (2) intersections Closner Blvd. and Sprague St. and Closner Blvd. and Mark S. Pena Dr. This equipment will help with the flow of traffic during the peak and off-peak hours, throughout the morning and evening commutes.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Two (2) New Smart View 360°Cameras with Hardware Included through the Texas Local Government Purchasing Cooperative (BuyBoard) to AM Signal. LLC of Littleton, Colorado, in the Amount of $37,991.06.

Reviewed by:

Prepared by:
Vincent A. Romero
CPM
Director of Public Works

Attachments:

A. AM Signal Quote
B. Processor Spec
C. Camera Spec
D. Finance Buy Board Confirmation

AMSIGNAL

Estimate

AM Signal, LLC
8100 Southpark Way, Unit A-10
Littleton, CO 80120
Ph: 720-348-6925 Fx: 720-348-6950

Date	Estimate #
7/27/2023	10044

Bill To	Ship To
Edinburg, TX 1201 N Doolittle Edinburg TX 78539	Edinburg, TX 1201 N Doolittle Edinburg TX 78539

SO Type	Contract #	Terms	FOB	Expires	Primary Sales
Standard	703.-23		AM Signal	8/26/2023	Mark Northcutt

Notes	Freight Options
Closner Blvd. & Sprague Closner Blvd & Mark Pena **Buy Board*** Traffic Signal Systems & Safety Barrier Products. 695-23	Freight Not Included - Charge F...

Item #	Quantity	Units	Item	Description	Rate	Amount
1	2		MIO SmartView 360 Camera V1.1 Heated Bell Only (S)	SmartView 360 Degree Camera V1.1 with Heated Bell Only, – NO MOUNT	1,750.00	3,500.00
2	2		MIO Core DCM (NA) – Non-Discrete	Miovision Core DCM (NA) - Miovision Core wireless connectivity, telemetry and sensor platform with Detection and Counts Hardware Module (DCM) ** Requires the MIO Video Detection Software License with all cameras if it is to be deployed in the field for detection. **	11,319.00	22,638.00
3	2		SKY Candy Cane	Pendant Camera Mount, 120”	211.75	423.50

AMSIGNAL

Estimate

AM Signal, LLC
8100 Southpark Way, Unit A-10
Littleton, CO 80120
Ph: 720-348-6925 Fx: 720-348-6950

Date	Estimate #
7/27/2023	10044

Item #	Quantity	Units	Item	Description	Rate	Amount
				Galvanized Cable		
4	600	Ft	Catv-5e Shielded Non-Plenum Cable	Catv-5e Shielded Non-Plenum Data Cable, 4 Pair Solid, 24AWG, 350MHZ, Outdoor DB, Temp Rating -45°C to 75°C,	0.53	318.00
5	2		MIO Detection	Video Detection License to enable detection and actuation capability and configuration Compatible with Miovision SmartSense	4,100.00	8,200.00
6	2	3 Yr	MIO TrafficLink Intersection Monitoring	TrafficLink Intersection Monitoring Real time cabinet telemetry, smart infrastructure alerts, remote cabinet device access, and video streaming & recall through the web-based TrafficLink portal. * This is a recurring annual fee with no additional fees.	793.14	1,586.28
7	2	3 Yr	MIO Managed LTE Connectivity (1 GB)	Managed LTE Connectivity (1GB) Miovision device connectivity, managed Internet of Things (IoT) network, corporate firewall and 1GB of high-speed LTE connectivity per intersection per month. Customer	662.64	1,325.28

AMSIGNAL

Estimate

AM Signal, LLC
8100 Southpark Way, Unit A-10
Littleton, CO 80120
Ph: 720-348-6925 Fx: 720-348-6950

Date	Estimate #
7/27/2023	10044

Item #	Quantity	Units	Item	Description	Rate	Amount
				agrees that Miovision may limit and/or charge Customer for excess or unauthorized data use. 12 month Term		

Total	$37,991.06

Quote valid for 30 days. Restock fees may apply for returned materials.
Seller reserves the right to make an equitable adjustment by providing Buyer with new unit pricing if the Buyer's Purchase Order includes a variation in the quantity of any item from the time it was quoted on the Seller's Estimate.

10044

Miovision Core® DCM Hardware Specifications



The Miovision Core® DCM is a full-stack ITS solution for managing and analyzing intersections. The open and secure platform provides wireless connectivity and communications so you can access your cabinets from anywhere. The improved modular design optimizes performance and reliability in all environments and can be easily upgraded to expand functionality to manage your traffic today and evolve with the development of your network.

The high-performance NVIDIA Volta™ GPU enables you to process detection and count data at the source with industry-leading precision and accuracy giving you the power to make real-time decisions with accurate and complete data.

Contents

Kit contents	1 x Miovision Core DCM 1 x Cable Kit 1 x Power Supply 1 x Antenna

Device Weight (not including cables)

Miovision Core DCM	6.7 lbs (3 kg)

Power

Power supply	Input: 89 to 240 VAC, 47 to 63 Hz uninterrupted (non-GFCI required). Standard NEMA 5-15R or terminal block wiring supported. Output: 48 VDC at 135W UL and cUL certified Compliant to NEMA TS2 environmental requirements
Power consumption	Max: 129W (includes 3 cameras) Typical: 114W (includes 2 cameras)
Dimensions	7.9 x 2.6 x 1.8 in 200 x 65 x 45 mm
Hold up	Minimum 1 second hold up for power loss events (NEMA TS-2 compliant)

Operating Conditions

Operating temperature	-30°F to 165°F -34°C to 74°C
Humidity	5% - 95% RH non-condensing

Processors

Core	CPU: Quad-core ARM® A57 @ 1.43 GHz GPU: 128-core Maxwell
Core DCM	CPU: 8-core NVIDIA Carmel ARM® 64-bit GPU: 512-core NVIDIA Volta™ GPU with 64 Tensor Cores

Security

Trusted Platform Module (TPM)	RSA Key Generation 2048 Bits RSA Signature and Encryption ECC 256 AES 128 SHA 256

Storage

Mass storage	Built-in 240GB solid state drive Optional 960GB solid state drive available

Wireless Connectivity

Cellular	LTE Cat 4 Supported bands: • LTEFDD:B2/B4/B5/B12/B13/B14/B66/B71 • WCDMA: B2/B4/B5
Location services	GPS, GLONASS

5-in-1 Antenna

Antenna specifications	2 x MIMO LTE 2 x MIMO Wi-Fi 1 x GPS, GLONASS
Enclosure	8.5 x 3.6 x 1.1 in 216 x 93 x 30 mm Permanent Screw Mount IP67 rated

Inputs and Outputs

Ethernet ports	1 x 10/100/1000 Ethernet WAN port 2 x 10/100/1000 Ethernet LAN ports 3 x 10/100/1000 Ethernet LAN ports with PoE (support for 802.3af PoE and 802.3at PoE+ to a maximum of 50W across all three ports) Includes transient surge protection (IEC 61000-4-4 class 2) Includes lightning surge protection (IEC 61000-4-5 class 4)
SDLC port	1 x SDLC port (proprietary connector to DB15 cable included)
Serial ports	2 x EIA RS-232 over RJ45 interface (cable included)
General Purpose I/O	4 x +5V open drain I/Os
Priority Control I/O	8 x NEMA compliant I/Os

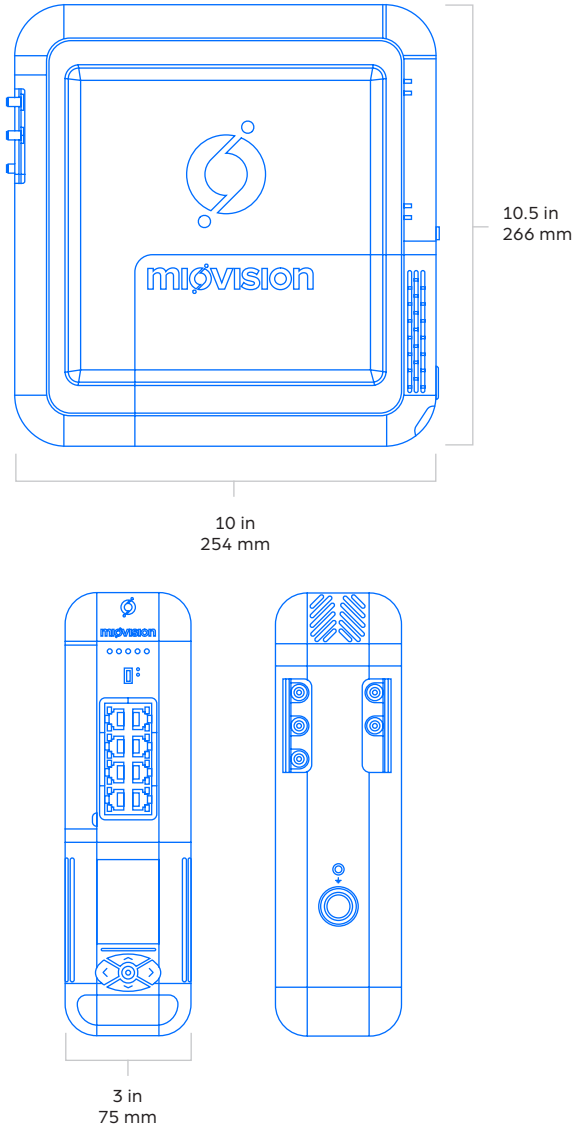
Certifications

NEMA	Compliant to NEMA TS-2 Environmental Requirements
FCC	FCC Part 15, Subpart B, Class A
PTCRB	PTCRB compliant

Composition

Inner material	Aluminum
Outer material	PC/ABS (Polycarbonate-ABS)

Dimensions



For more information, visit **help.miovision.com**,
email us at **support@miovision.com**,
or call us NA Toll-free at **1-855-360-7752**

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Miovision SmartView 360 Hardware Specifications



The Miovision® SmartView 360 is a bell camera that is used to capture video at your intersection. Designed for robust operation in all weather conditions, the SmartView 360 is equipped with a 4K 9MP 360° lens with a 180° field of view delivers high-resolution video streams to your Miovision Core DCM so you can remotely manage and analyze your intersections.

Contents

Kit contents	1 x Miovision SmartView 360 Camera 1 x Pole Mount 1 x Power Supply

Device weight (not including cables)

Miovision® SmartView Approach	1.9 lbs (860 g) when using attachment plate 2.87 lbs (1.3 kg) when using base bracket

Power

Power adapter	PoE DC 48 V: 270 mA/ Approx. 12.95 W (Class 0 device)
Power consumption	Approx 10.6 W

Operating conditions

Operating temp	-29°F to 165°F (-34°C to 74°C)
Humidity	5% - 95% RH non-condensing

Lens

Focal length	1.4 mm {1/16 inches}
Angular field of view	Horizontal : 183° Vertical : 183°
Maximum aperture ratio	1 : 1.9
Digital (electronic) zoom	Choose from 3 levels of x1, x2, x4
Focus range	0.5 m {19-11/16 inches} - infinity

Camera

Image sensor	1/2 type MOS image sensor, built-in primary color filter
Effective pixels	9 megapixel
Minimum illumination	Color : 0.4 lx {0.02787 footcandle} (F1.9, Maximum shutter: Off (1/30 s), AGC: 11) 0.03 lx {0.00186 footcandle} (F1.9, Maximum shutter: max. 16/30 s, AGC: 11)* BW : 0.05 lx {0.0372 footcandle} (F1.9, Maximum shutter: Off (1/30 s), AGC: 11) 0.004 lx {0.00023 footcandle} (F1.9, Maximum shutter: max. 16/30 s, AGC: 11)* * Converted value
Image Settings	Gain (AGC), White balance
Image Compensation	Adaptive black stretch, Back light compensation (BLC), Fog compensation, High light compensation (HLC), Digital noise reduction
Maximum shutter	Max.16/30s to Max. 1/10000s
Wide dynamic range	On/Off
Adaptive Black Stretch	On/Off (only when Wide Dynamic range: Off)
Super Dynamic*2	On / Off, the level can be set in the range of 0 to 31
Day & Night (ICR)	Off/On / Auto1(Normal)
Back focus	Auto back focus/ Focus/ Adjusting method (Auto/ Preset/ Fix)

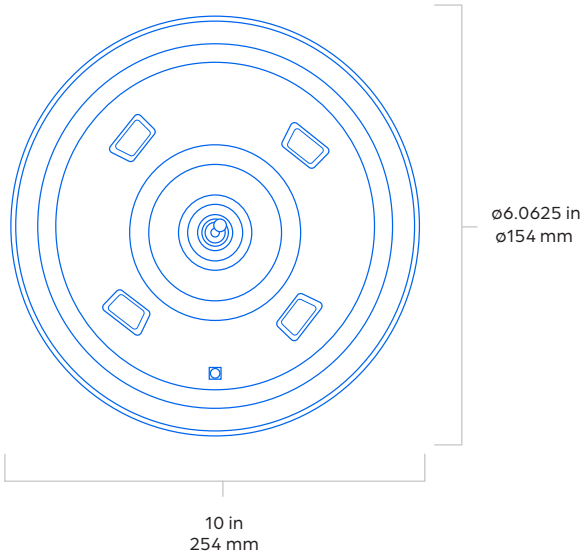
Network

Network IF	10Base-T / 100Base-TX, RJ45 connector
Resolution	H.264, H.265, MJPEG Fisheye mode (max.30 fps): 2992×2992 / 2192×2192 / 1280×1280 / 640×640 / 320×320
Transmission mode	Constant bit rate / VBR / Frame rate / Best effort / Advanced VBR
Supported protocol	IPv6 : TCP/IP, UDP/IP, HTTP, HTTPS, FTP, SMTP, DNS, NTP, SNMP, DHCPv6, RTP, MLD, ICMP, ARP, IEEE 802.1X, DiffServ IPv4 : TCP/IP, UDP/IP, HTTP, HTTPS, RTSP, RTP, RTP/RTCP, FTP,SMTP, DHCP, DNS, DDNS, NTP, SNMP, UPnP, IGMP, ICMP, ARP, IEEE 802.1X, DiffServ

General

Mounting method	Pole mount and mast arm
Safety	UL (UL60950-1), C-UL (CAN/CSA C22.2 No.60950-1), CE, IEC60950-1
EMC	FCC (Part15 ClassA), ICES003 ClassA, EN55022 ClassB, EN55024, ECE-R10, EN50498 compliant, EN50121
Ambient operating temperature	-29°F to 165°F (-34°C to +74°C)
Ambient operating humidity	10% to 90% (non-condensing)
Water and dust resistance *6	IP66, IEC60529 measuring standard compatible, Type 4X(UL50), NEMA 4X compliant
Shock resistance	Compliant with 50 J (IEC 60068-2-75 / IK10 (IEC 62262), NEMA 2.2.9 Compliant (10g pulse)
Dimensions	When using the attachment plate: 154 mm × 60.5 mm (H) {6-1/16 inches × 2-3/8 inches (H)} Dome radius 35 mm {1-3/8 inches} When using the base bracket: 164 mm × 96.5 mm (H) {6-15/32 inches × 3-13/16 inches (H)}Dome radius 35 mm {1-3/8 inches}
Finish	Main body: Aluminum die cast, light gray Dome section: Clear polycarbonate resin
Camera Heater	Thermostatically controlled. Operates with standard PoE

Dimensions



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Larry Ayala <layala@cityofedinburg.com>

Fwd: AM Signal #695-23 Estimate #10044

2 messages

Veronica Gutierrez <vgutierrez@cityofedinburg.com> Tue, Aug 15, 2023 at 1:12 PM
To: Valentin Sanchez <vsanchez@cityofedinburg.com>, Vincent Romero <vromero@cityofedinburg.com>, Larry Ayala <layala@cityofedinburg.com>

Good Afternoon,

The attached quote has been verified by Buyboard to be in compliance.

Thank you,

AM Signal #695-23 Estimate #10044.pdf
132K

Larry Ayala <layala@cityofedinburg.com> Tue, Aug 15, 2023 at 1:15 PM
To: Veronica Gutierrez <vgutierrez@cityofedinburg.com>
Cc: Valentin Sanchez <vsanchez@cityofedinburg.com>, Vincent Romero <vromero@cityofedinburg.com>

Thank you!

Larry Ayala
Assistant Director of Public Works
Public Works

: layala@cityofedinburg.com
: (956) 388-8210
: cityofedinburg.com
: 1201 N Doolittle Rd, Edinburg, TX 78542

Sign up now for City of Edinburg's **CodeRED**, to get important notifications and dial **311** for any city information/request.

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[Quoted text hidden]

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.B.

1. **Agenda Item:**
Consider Awarding Bid No. 2023-28, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Frontera Materials, Inc. for their Unit Price of $71.00 Per Ton of River Rock Type "D" Hot Mix and $77.50 Per Ton of Limestone Type "D" Hot Mix and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of $75.45 Per Ton of River Rock Type "D" Hot Mix and $75.45 Per Ton of Limestone Type "D" Hot Mix. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
On August 08, 2023, bids were opened for Bid No. 2023-28, HMAC Type D Hotmix for HMAC (Hotmix) Type D for both River Rock and Limestone Mix. Two (2) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2023-28, HMAC Type D Hotmix to Frontera Materials, Inc. the lowest bidder meeting specifications for River Rock at $71.00 per ton and highest bidder meeting specifications for Limestone at $77.50 per ton and the alternate vendor, Terra Firma Materials, LLC. the highest bidder for River Rock at $75.45 per ton and the lowest bidder for Limestone at $75.45 per ton. The City of Edinburg has previously done business with Frontera Materials Inc. and Terra Firma, LLC. The City has verified no monies are owed to the City by Frontera Materials Inc. or Terra Firma, LLC.

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

Vendor	River Rock	Lime Stone
Frontera Materials Inc.	$71.00	$77.50
Terra Firma Materials, LLC.	$75.45	$75.45

This supply contract will furnish HMAC (Hotmix) Type D to be used throughout the City for the Approved Capital Improvement (CIP) Paving Program.

Staff notes that the bid is being awarded based on unit prices, valid upon execution of the agreement through September 30, 2024. The quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. The current HMAC contracts will insure the availability of Hot mix needed for continuous operation throughout the next Fiscal Year.

The agreement shall be in effect upon execution through September 30, 2024.

Funding in the amount $100,000.00 is budgeted through the FY 2023-2024 General Fund.
Public Works Streets - Streets & Alleys

The current contract agreement expires September 30, 2023. This Agreement will provide Public Works with an uninterrupted supply of Hotmix in order to facilitate Street Repairs and Neighborhood Paving Program to insure the availability of material needed for continuous operation.

3. **Staff's Recommendation:**

Approve Awarding Bid No. 2023-28, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Frontera Materials, Inc. for their Unit Price of $71.00 Per Ton of River Rock Type “D” Hot Mix and $77.50 Per Ton of Limestone Type “D” Hot Mix and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of $75.45 Per Ton of River Rock Type “D” Hot Mix and $75.45 Per Ton of Limestone Type “D” Hot Mix.

Reviewed by:

Prepared by:
Vincent A. Romero
CPM
Director of Public Works

Attachments:

A. Bid Recommendation Form
B. Notice to Bidders
C. Bid Proposal Terra Firma
D. Bid Proposal Frontera
E. Bidders List
F. Terra Firma
G. Agreement Frontera

THE CITY OF Edinburg

BID 2023-28 - HMAC Type "D" Hotmix
Opening Date: August 8, 2023 at 3:00 p.m.

Six (6) Month Supply				Frontera Materials	Terra Firma Materials, LLC.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1.)	TYPE “D” HOT MIX RIVERROCK	20000	TONS	$70.00	$73.95
2.)	TYPE “D” HOTMIX LIMESTONE	10000	TONS	$76.50	$74.45

Twelve (12) Month Suppy				Frontera Materials	Terra Firma Materials, LLC.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1.)	TYPE “D” HOT MIX RIVERROCK	40000	TONS	$71.00	$75.45
2.)	TYPE “D” HOTMIX LIMESTONE	20000	TONS	$77.50	$75.45

REQUEST FOR BIDS

2023-28

HMAC TYPE "D" HOTMIX

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 8, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

HMAC Type "D" Hotmix

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - 2023-2024_AGREEMENT_HOTMIX

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for the purchase of HMAC Type "D" Hotmix for a Six (6) and Twelve (12) month Supply.

1.2. Background

Construction Material - HMAC Type "D" Hotmix

- Type "D" Hotmix River Rock Six (6) Month Supply
- Type "D" Hotmix Lime Stone Six (6) Monthly Supply
- Type "D" Hotmix River Rock Twelve (12) Month Supply
- Type "D" Hotmix Lime Stone Twelve (12) Month Supply

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	July 21, 2023
Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 8, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for HMAC Type "D" Hotmix

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

3:00 pm, Tuesday, August 8, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 8, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-28" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: HMAC Type "D" Hotmix

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the HMAC Type "D" Hotmix as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Agent on the mailing lists for such Publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment. Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least 1 day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

B. City is entitled to impose a set-off against payment based on any of the following:

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

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

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

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

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

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

I. 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.

I. 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.

K. 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.

4. SPECIFICATIONS

4.1. TYPE “D” HOT MIX - SPECIFICATIONS

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

TYPE “D” HOT MIX

- Shall meet the Texas Department of Transportation (Tx Dot) specifications for Type “D” Hot Mix Asphalt.
- Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Hot Mix must be available within a 30-mile radius of the Service Center located at 1201 N. Doolittle Rd., Edinburg, TX 78539
- 100% virgin material
- Hot Mix must be available with at least a 24-hour notice

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out and sign House Bill 89 and upload here**

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

5.1.6. *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

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

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

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

☐ Please confirm

*Response required

*5.1.9. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.10. Please confirm that you have entered a location for pick up on the Pricing.**

☐ Please confirm

*Response required

6. PRICING PROPOSAL

SIX (6) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	LOCATION/ADDRESS
1.)	TYPE “D” HOT MIX RIVERROCK	20,000	TONS				
2.)	TYPE “D” HOTMIX LIMESTONE	10,000	TONS				
TOTAL							

TWELVE (12) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	LOCATION/ADDRESS
1.)	TYPE “D” HOT MIX RIVERROCK	40,000	TONS				
2.)	TYPE “D” HOTMIX LIMESTONE	20,000	TONS				
TOTAL							

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-28

HMAC Type "D" Hotmix

RESPONSE DEADLINE: August 8, 2023 at 3:00 pm

Report Generated: Monday, August 28, 2023

Terra Firma Materials, LLC. Proposal

CONTACT INFORMATION

Company:
Terra Firma Materials, LLC.

Email:
accounting@terrafirmamaterials.com

Contact:
Anna Salinas

Address:
9312 E. Curve Rd.
Edinburg, TX 78542

Phone:
N/A

Website:
https://terrafirmamaterials.com/

Submission Date:
Aug 7, 2023 11:55 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure_8.7.23.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form_8.7.23.pdf

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

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification_8.9.23.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verfication_8.7.23.pdf

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

Pass

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification_8.7.23.pdf

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_8.7.23.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business

relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Form_CIQ_8.7.23.pdf

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

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/.

Confirmed

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

Please attach the insurance certificate

Certificate_of_Insurance.pdf

PLEASE CONFIRM THAT YOU HAVE ENTERED A LOCATION/ADDRESS FOR THE PICK UP IN THE PRICING PROPOSAL.*
Pass

Confirmed

PRICE TABLES

SIX (6) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE “D” HOT MIX RIVERROCK	20,000	TONS	$73.95	$1,479,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
2.)	TYPE “D” HOTMIX LIMESTONE	10,000	TONS	$74.45	$744,500.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
TOTAL					**$2,223,500.00**		

TWELVE (12) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE “D” HOT MIX RIVERROCK	40,000	TONS	$75.45	$3,018,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
2.)	TYPE “D” HOTMIX LIMESTONE	20,000	TONS	$75.45	$1,509,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
TOTAL					**$4,527,000.00**		

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Terra Firma Materials LLC.
(Full, correct legal name)

- Address: 9312 E. Curve Rd. Edinburg, TX 78542
- Telephone/Fax: 956-380-2897 / 956-380-4085
- Email address: ncuellar@ioccompany.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_x_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_x_ No____

4. Where is the Company's corporate headquarters located? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes_x_ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

15 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 20

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: Nancy Davenport
Address: 9312 E. Curve Rd. Edinburg, TX 78542
Telephone: 956-380-2897
Fax: 956-380-4085
Email: ncuellar@ioccompany.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.
_____
_____

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: 8/7/2023

Company/Vendor Name: Terra Firma Materials LLC.

Printed Name and Title: Nancy Davenport, Member

Authorized Signatory: _____

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, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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

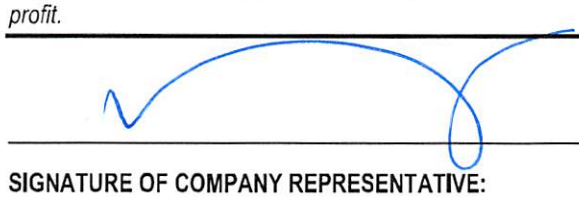
2. Will not boycott Israel during the term of the contract.

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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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.

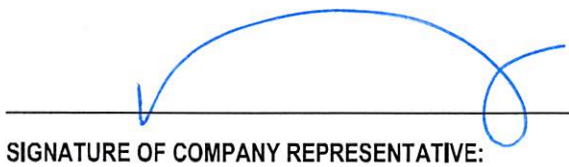
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of Terra Firma Materials 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 Member

Subscribed and sworn to me this 7th day of August 20 23 .

By: Sonia N. Rodriguez

Notary Public

Sonia N Rodriguez
My Commission Expires
11/12/2024
ID No. 132779732

My commission expires 11/12/2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

Terra Firma Materials LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

8/7/2023

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2023

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

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

PRODUCER	CONTACT NAME: Brandi Nyang	
Relation Insurance Services of North Carolina, Inc. 11215 North Community House Rd Suite 100 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 688-1228	FAX (A/C, No): (704) 971-0097
	E-MAIL ADDRESS: brandi.nyang@relationinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IOC Company, LLC; IOC Trucking, LLC; Terra Firma Materials, LLC; NICO Investment Properties, LLC PO Box 4737 Edinburg TX 78540	INSURER A : The Gray Insurance Company	36307
	INSURER B : Great American Insurance Company	16691
	INSURER C : Travelers Llyods Insurance Company	41262
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL, Auto, WC, Umb **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:			XSGL100107	09/07/2022	09/07/2023	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 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] MCS-90			XSAL100118	09/07/2022	09/07/2023	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 [X] RETENTION $ 10,000			TUU 4616090 08	09/07/2022	09/07/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
A	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		GWC100195	09/07/2022	09/07/2023	[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	Leased/Rented Equipment			QT-660-8073X300-TLC-22	08/04/2022	08/04/2023	Limit: Deductible:	$1,000,000 $10,000

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

CERTIFICATE HOLDER

For 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

Brandi R. Nyang

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Additional Named Insureds

Other Named Insureds	
IOC Construction, LLC	Limited Liability Company, Additional Named Insured
IOC Trucking, LLC	Limited Liability Company, Additional Named Insured
Nico Investment Properties, LLC	Limited Liability Company, Additional Named Insured
Terra Firma Materials, LLC	Limited Liability Company, Additional Named Insured
TFM Investment Properties, LLC	Limited Liability Company, Additional Named Insured

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-28

HMAC Type "D" Hotmix

RESPONSE DEADLINE: August 8, 2023 at 3:00 pm

Report Generated: Monday, August 28, 2023

Frontera Materials Proposal

CONTACT INFORMATION

Company:
Frontera Materials

Email:
brandon.henry@fmitex.com

Contact:
Brandon Henry

Address:
P.O Box 1449
Elsa, TX 78543

Phone:
N/A

Website:
N/A

Submission Date:
Aug 4, 2023 4:48 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

CITY_OF_EDINBURG_QUESTIONNAIRE.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CIQ_Edinburg.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

CITY_OF_EDINBURG_LITIGATION_DISCLOSURE.pdf

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

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Edinburg.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Edinburg.pdf

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

Pass

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Edinburg.pdf

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Edinburg.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business

relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Ciq_edinburg_Texas_Ethics.pdf

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

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/.

Confirmed

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

Please attach the insurance certificate

CERTIFICATE_OF_INSURANCE.pdf

PLEASE CONFIRM THAT YOU HAVE ENTERED A LOCATION/ADDRESS FOR THE PICK UP IN THE PRICING PROPOSAL.*
Pass

Confirmed

PRICE TABLES

SIX (6) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE “D” HOT MIX RIVERROCK	20,000	TONS	$70.00	$1,400,000.00		La Joya Plant
2.)	TYPE “D” HOTMIX LIMESTONE	10,000	TONS	$76.50	$765,000.00		Progreso Plant
TOTAL					**$2,165,000.00**		

TWELVE (12) MONTH SUPPLY

HMAC TYPE “D” HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE “D” HOT MIX RIVERROCK	40,000	TONS	$71.00	$2,840,000.00		La Joya Plant
2.)	TYPE “D” HOTMIX LIMESTONE	20,000	TONS	$77.50	$1,550,000.00		Progreso Plant
TOTAL					**$4,390,000.00**		

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: FRONTERA MATERIALS
(Full, correct legal name)

- Address: P.O BOX 1449 ELSA TX 78543
- Telephone/Fax: 956-316-8951
- Email address: BRANDON.HENRY@FMITEX.COM

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? 22630 FM 88 ELSA TX 78543

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: BRANDON HENRY
Address: P.O BOX 1449 ELSA TX 78543
Telephone: 956-316-8951
Fax: _____
Email: BRANDON.HENRY@FMITEX.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.
_____
_____

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:

08-03-23

Company/Vendor Name:

FRONTERA MATERIALS

Printed Name and Title:

EDDIE FORSHAGE III / PRESIDENT

Authorized Signatory:

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 X

   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 X

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 X

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, EDDIE FORSHAGE III, the undersigned representative of FRONTERA MATERIALS 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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

SENATE BILL 13 VERIFICATION

I, EDDIE FORSHAGE III, the undersigned representative of

FRONTERA MATERIALS 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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

SENATE BILL 19 VERIFICATION

I, EDDIE FORSHAGE III, the undersigned representative of FRONTERA MATERIALS 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.

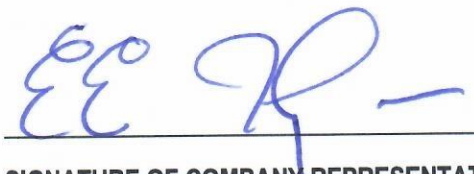
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

EDDIE FORSHAGE III, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of FRONTERA MATERIALS, 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 EE Fr

Title President

Subscribed and sworn to me this 4th day of August 2023.

By:

Notary Public

LIZ GONZALEZ
Notary ID #10829428
My Commission Expires
May 22, 2026

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.**

Frontera Materials

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 EC R

Signature of vendor doing business with the governmental entity

8/3/23

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2022

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Co. INSURER B : The Travelers Indemnity Company of America INSURER C : Travelers Property Casualty Co of America INSURER D : Texas Mutual Ins. Co INSURER E : The Travelers Lloyds Insurance Co — 41262 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			Y-660-1C405755-PHX-22	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-4N178852-22-14-G	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-6J119172-22-14	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	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		0002019529	09/01/2022	09/01/2023	[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	Inland Marine/Contractors Equipment			QT-660-7T320380-TLC-22	09/01/2022	09/01/2023	Equipment Leased or Rented from Others Deductible	$100,000 $2,500

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

CERTIFICATE HOLDER

For Insurance Purposes

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

Rob R Yoz

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FRONTERA MATERIALS, INC.
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eeforshage@gmail.com
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jh@valleyasphalt.us

UPPER VALLEY MATERIALS, LLC
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sboyd@capatexas.com
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synolo@texascordia.com

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Bblackdog68@gmail.com

IOC
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Contact: Nancy Davenport
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estimating@terrafirmamaterials.com

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND TERRA FIRMA MATERIALS, LLC. AS PRIMARY FOR HMAC (HOTMIX) TYPE D

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and (Terra Firma Materials, LLC.) (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain Materials as described in Exhibit A, and

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

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

SECTION I
EMPLOYMENT OF VENDOR

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

SECTION II
SERVICES OF VENDOR

A. The Vendor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Work and Notice to Bidders and Bid Form pertaining to Bid 2023-28 CONSTRUCTION MATERIALS HMAC TYPE D.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
PAYMENT AND FEES

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

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit price of ($ 75.45) Per Ton of River Rock Type "D" Hot Mix and ($ 75.45) Per Ton of Lime Stone Type "D" Hot Mix

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

C. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS. The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Agent on the mailing lists for such Publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment.

Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least 1 day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including

but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

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

E. 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.

F. 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.

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

SECTION IV
TERM OF AGREEMENT

The Vendor shall provide materials as identified in Request for Bid No. 2023-28 and bid proposal submitted by Vendor attached as stated in Exhibit "A & C'. Work shall be completed upon request of the City and during the course of the City's fiscal year 2023-2024, with the contract terminating on or about September 30, 2024. The Contract shall be awarded for a period of One (1) Year. The Vendor shall be expected to hold their bid prices firm for the duration of the contract period.

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

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

SECTION V
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
   $250,000 each person
   $500,000 each occurrence
2. Property Damage
   $100,000 each occurrence
   $100,000 each 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 shall be required upon request 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 VI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with section below.

SECTION VII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VIII
INDEMNIFICATION

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

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

SECTION IX
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Materials rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Materials, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION X
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XI
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor 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 XII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIII
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

Tierra Firma Materials, LLC.
Nancy Davenport
9312 E. Curve Rd.
Edinburg, Tx. 78542

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XIV
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XV
SUCCESSORS AND ASSIGNS

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

SECTION XVI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XVII
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise

thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

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:_____
Omar Ochoa, City Attorney

TERRA FIRMA MATERIALS, LLC.

BY:_____
Nancy Davenport

9312 E. Curve Rd.
Edinburg, Tx. 78542
Phone: 956-380-2897
Email: ncuellar@ioccompany.com

Attachments: Exhibit "A" Scope of Work ((HMAC Type D)
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2023 – 28 Notice to Bidders and Bid Form

EXHIBIT "A" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TERRA FIRMA MATERIALS, LLC. FOR HMAC (HOTMIX) TYPE D

Scope of Work (HMAC Type D)

The specifications listed below are minimum requirement and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

TYPE "D" HOT MIX

1. Shall meet the Texas Department of Transportation (TXDOT) specifications for Type "D" Hot Mix Asphalt.

2. Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.

3. Hot Mix must be available within a 30-mile radius of the City of Edinburg.

4. Hot Mix must be available with at least a 24-hour notice.

CONTRACT PRICES

Item	EST. QTY	UNIT OF MEASURE	Description	Unit Price
1	40,000	TONS	TYPE "D" HOTMIX River Rock	$75.45
2	20000	TONS	TYPE "D" HOTMIX Limestone	$75.45

****The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.***

EXHIBIT "B" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TERRA FIRMA MATERIALS, LLC. FOR HMAC (HOTMIX) TYPE D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2023

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

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

PRODUCER	CONTACT NAME: Brandi Nyang	
Relation Insurance Services of North Carolina, Inc. 11215 North Community House Rd Suite 100 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 688-1228	FAX (A/C, No): (704) 971-0097
	E-MAIL ADDRESS: brandi.nyang@relationinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IOC Company, LLC; IOC Trucking, LLC; Terra Firma Materials, LLC; NICO Investment Properties, LLC PO Box 4737 Edinburg TX 78540	INSURER A : The Gray Insurance Company	36307
	INSURER B : Great American Insurance Company	16691
	INSURER C : Travelers Llyods Insurance Company	41262
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL, Auto, WC, Umb **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:			XSGL100107	09/07/2022	09/07/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] MCS-90			XSAL100118	09/07/2022	09/07/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			TUU 4616090 08	09/07/2022	09/07/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GWC100195	09/07/2022	09/07/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equipment			QT-660-8073X300-TLC-22	08/04/2022	08/04/2023	Limit:	$1,000,000
							Deductible:	$10,000

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

CERTIFICATE HOLDER

For 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

Brandi R. Nyang

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Additional Named Insureds

Other Named Insureds	
IOC Construction, LLC	Limited Liability Company, Additional Named Insured
IOC Trucking, LLC	Limited Liability Company, Additional Named Insured
Nico Investment Properties, LLC	Limited Liability Company, Additional Named Insured
Terra Firma Materials, LLC	Limited Liability Company, Additional Named Insured
TFM Investment Properties, LLC	Limited Liability Company, Additional Named Insured

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EXHIBIT "C" FOR AGREEMENT BETWEEN THE CITY OF EDINBURGAND TERRA FIRMA MATERIALS, LLC. FOR HMAC (HOTMIX) TYPE D

REQUEST FOR BIDS

2023-28

HMAC TYPE "D" HOTMIX

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 8, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

HMAC Type "D" Hotmix

I. Introduction .....

II. Legal Notice .....

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

IV. Specifications .....

V. Vendor Questionnaire .....

VI. Pricing Proposal .....

Attachments:

A - 2023-2024_AGREEMENT_HOTMIX

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for the purchase of HMAC Type "D" Hotmix for a Six (6) and Twelve (12) month Supply.

1.2. Background

Construction Material - HMAC Type "D" Hotmix

- Type "D" Hotmix River Rock Six (6) Month Supply
- Type "D" Hotmix Lime Stone Six (6) Monthly Supply
- Type "D" Hotmix River Rock Twelve (12) Month Supply
- Type "D" Hotmix Lime Stone Twelve (12) Month Supply

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	July 21, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 28, 2023, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/84011155511?pwd=ZkRrczljcFdzbWFRcGJrUUhGVmFYZz09 Meeting ID: 840 1115 5511 Passcode: 169258 One tap mobile +13462487799,,84011155511#,,,,*169258# US (Houston) +17193594580,,84011155511#,,,,*169258# US Dial by your location • +1 346 248 7799 US (Houston) • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US Meeting ID: 840 1115 5511 Passcode: 169258 Find your local number: https://cityofedinburg.zoom.us/u/kdId0TXUrF

Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 8, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for HMAC Type "D" Hotmix

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

3:00 pm, Tuesday, August 8, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 8, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-28" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: HMAC Type "D" Hotmix

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the HMAC Type "D" Hotmix as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Agent on the mailing lists for such Publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment. Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least 1 day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

B. City is entitled to impose a set-off against payment based on any of the following:

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

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

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

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

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

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

I. 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.

I. 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.

K. 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.

4. SPECIFICATIONS

4.1. TYPE "D" HOT MIX - SPECIFICATIONS

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

TYPE "D" HOT MIX

- Shall meet the Texas Department of Transportation (Tx Dot) specifications for Type "D" Hot Mix Asphalt.
- Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Hot Mix must be available within a 30-mile radius of the Service Center located at 1201 N. Doolittle Rd., Edinburg, TX 78539
- 100% virgin material
- Hot Mix must be available with at least a 24-hour notice

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. 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

*5.1.3. Please fill out and sign House Bill 89 and upload here**

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

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

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

☐ Please confirm

*Response required

*5.1.9. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.10. Please confirm that you have entered a location/address for the pick up in the Pricing Proposal.**

☐ Please confirm

*Response required

6. PRICING PROPOSAL

SIX (6) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	20,000	TONS				
2.)	TYPE "D" HOTMIX LIMESTONE	10,000	TONS				
TOTAL							

TWELVE (12) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	LOCATION/ADDRESS
1.)	TYPE "D" HOT MIX RIVERROCK	40,000	TONS				
2.)	TYPE "D" HOTMIX LIMESTONE	20,000	TONS				
TOTAL							

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-28

HMAC Type "D" Hotmix

RESPONSE DEADLINE: August 8, 2023 at 3:00 pm

Report Generated: Thursday, August 10, 2023

Terra Firma Materials, LLC. Proposal

CONTACT INFORMATION

Company:
Terra Firma Materials, LLC.

Email:
accounting@terrafirmamaterials.com

Contact:
Anna Salinas

Address:
9312 E. Curve Rd.
Edinburg, TX 78542

Phone:
N/A

Website:
https://terrafirmamaterials.com/

Submission Date:
Aug 7, 2023 11:55 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

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

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure_8.7.23.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_8.7.23.pdf

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

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification_8.9.23.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verfication_8.7.23.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

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

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification_8.7.23.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_8.7.23.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Form_CIQ_8.7.23.pdf

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

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

Confirmed

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

Certificate_of_Insurance.pdf

PLEASE CONFIRM THAT YOU HAVE ENTERED A LOCATION/ADDRESS FOR THE PICK UP IN THE PRICING PROPOSAL.*
Confirmed

PRICE TABLES

SIX (6) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	20,000	TONS	$73.95	$1,479,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
2.)	TYPE "D" HOTMIX LIMESTONE	10,000	TONS	$74.45	$744,500.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
TOTAL					**$2,223,500.00**		

TWELVE (12) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	40,000	TONS	$75.45	$3,018,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
2.)	TYPE "D" HOTMIX LIMESTONE	20,000	TONS	$75.45	$1,509,000.00		(Havana Pit) 43530 West Expressway 83 La Joya, TX 78572
TOTAL					**$4,527,000.00**		

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Terra Firma Materials LLC.
(Full, correct legal name)

- Address: 9312 E. Curve Rd. Edinburg, TX 78542
- Telephone/Fax: 956-380-2897 / 956-380-4085
- Email address: ncuellar@ioccompany.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_x_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_x_ No____

4. Where is the Company's corporate headquarters located? Edinburg, Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes_x_ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

15 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 20

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: Nancy Davenport
Address: 9312 E. Curve Rd. Edinburg, TX 78542
Telephone: 956-380-2897
Fax: 956-380-4085
Email: ncuellar@ioccompany.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.
_____
_____

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: 8/7/2023

Company/Vendor Name: Terra Firma Materials LLC.

Printed Name and Title: Nancy Davenport, Member

Authorized Signatory: _____

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, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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

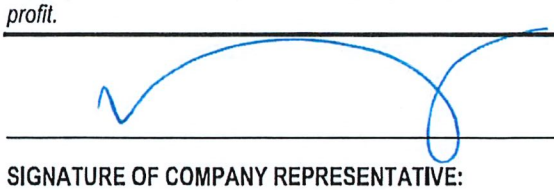
2. Will not boycott Israel during the term of the contract.

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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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:**

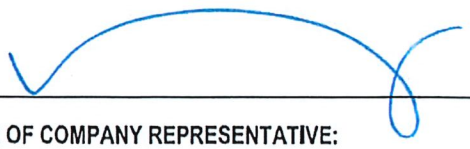
1) **does not boycott energy companies and;**

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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Nancy Davenport, the undersigned representative of

Terra Firma Materials 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:

Nancy Davenport, Member

TYPE/PRINT NAME AND TITLE:

8/7/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of Terra Firma Materials 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 Member

Subscribed and sworn to me this 7th day of August 20 23 .

By: _____

Notary Public

Sonia N Rodriguez
My Commission Expires
11/12/2024
ID No. 132779732

My commission expires 11/12/2024

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.**

Terra Firma Materials LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

8/7/2023

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.

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND FRONTERA MATERIALS, Inc. AS PRIMARY FOR HMAC (HOTMIX) TYPE D

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and (Frontera Materials, Inc.) (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain Materials as described in Exhibit A, and

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

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

SECTION I
EMPLOYMENT OF VENDOR

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

SECTION II
SERVICES OF VENDOR

A. The Vendor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Work and Notice to Bidders and Bid Form pertaining to Bid 2023-28 CONSTRUCTION MATERIALS HMAC TYPE D.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
PAYMENT AND FEES

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

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit price of ($ 71.00) Per Ton of River Rock Type "D" Hot Mix and ($ 77.50) Per Ton of Lime Stone Type "D" Hot Mix

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

C. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS. The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Agent on the mailing lists for such Publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment.

Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least 1 day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including

but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

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

E. 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.

F. 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.

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

SECTION IV
TERM OF AGREEMENT

The Vendor shall provide materials as identified in Request for Bid No. 2023-28 and bid proposal submitted by Vendor attached as stated in Exhibit "A & C'. Work shall be completed upon request of the City and during the course of the City's fiscal year 2023-2024, with the contract terminating on or about September 30, 2024. The Contract shall be awarded for a period of One (1) Year. The Vendor shall be expected to hold their bid prices firm for the duration of the contract period.

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

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

SECTION V
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each 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 shall be required upon request 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 VI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with section below.

SECTION VII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VIII
INDEMNIFICATION

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

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

SECTION IX
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Materials rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Materials, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION X
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XI
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor 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 XII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIII
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

Frontera Materials, Inc.
Brandon Henry
P.O Box 1449
Elsa, Texas 78543

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XIV
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XV
SUCCESSORS AND ASSIGNS

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

SECTION XVI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XVII
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise

thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2023.

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:_____
Omar Ochoa, City Attorney

FRONTERA MATERIALS INC.

BY:_____
Brandon Henry
P.O Box 1449
Elsa, Tx. 78543
Phone: 956-316-8951
Email: Brandon.henry@fmitex.com

Attachments: **Exhibit "A" Scope of Work ((HMAC Type D)**
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2023 – 28 Notice to Bidders and Bid Form

EXHIBIT "A" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND FRONTERA MATERIALS, INC. FOR HMAC (HOTMIX) TYPE D

Scope of Work (HMAC Type D)

The specifications listed below are minimum requirement and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

TYPE "D" HOT MIX

1. Shall meet the Texas Department of Transportation (TXDOT) specifications for Type "D" Hot Mix Asphalt.

2. Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.

3. Hot Mix must be available within a 30-mile radius of the City of Edinburg.

4. Hot Mix must be available with at least a 24-hour notice.

CONTRACT PRICES

Item	EST. QTY	UNIT OF MEASURE	Description	Unit Price
1	40,000	TONS	TYPE "D" HOTMIX River Rock	71.00
2	20000	TONS	TYPE "D" HOTMIX Limestone	77.50

****The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.***

EXHIBIT "B" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND FRONTERA MATERIALS, INC. FOR HMAC (HOTMIX) TYPE D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2022

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 McAfee Insurance Agency P. O Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Co. INSURER B : The Travelers Indemnity Company of America INSURER C : Travelers Property Casualty Co of America INSURER D : Texas Mutual Ins. Co INSURER E : The Travelers Lloyds Insurance Co — 41262 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			Y-660-1C405755-PHX-22	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			BA-4N178852-22-14-G	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-6J119172-22-14	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	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		0002019529	09/01/2022	09/01/2023	[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	Inland Marine/Contractors Equipment			QT-660-7T320389-TLC-22	09/01/2022	09/01/2023	Equipment Leased or Rented from Others Deductible	$100,000 $2,500

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

CERTIFICATE HOLDER

For Insurance Purposes

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

Robt R Yoz

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EXHIBIT "C" FOR AGREEMENT BETWEEN THE CITY OF EDINBURGAND FRONTERA MATERIALS, INC. FOR HMAC (HOTMIX) TYPE D

REQUEST FOR BIDS

2023-28

HMAC TYPE "D" HOTMIX

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 8, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

HMAC Type "D" Hotmix

I. Introduction .....

II. Legal Notice .....

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

IV. Specifications .....

V. Vendor Questionnaire .....

VI. Pricing Proposal .....

Attachments:

A - 2023-2024_AGREEMENT_HOTMIX

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for the purchase of HMAC Type "D" Hotmix for a Six (6) and Twelve (12) month Supply.

1.2. Background

Construction Material - HMAC Type "D" Hotmix

- Type "D" Hotmix River Rock Six (6) Month Supply
- Type "D" Hotmix Lime Stone Six (6) Monthly Supply
- Type "D" Hotmix River Rock Twelve (12) Month Supply
- Type "D" Hotmix Lime Stone Twelve (12) Month Supply

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	July 21, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 28, 2023, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/84011155511?pwd=ZkRrczljcFdzbWFRcGJrUUhGVmFYZz09 Meeting ID: 840 1115 5511 Passcode: 169258 One tap mobile +13462487799,,84011155511#,,,,*169258# US (Houston) +17193594580,,84011155511#,,,,*169258# US Dial by your location • +1 346 248 7799 US (Houston) • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US Meeting ID: 840 1115 5511 Passcode: 169258 Find your local number: https://cityofedinburg.zoom.us/u/kdId0TXUrF

Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 8, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for HMAC Type "D" Hotmix

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

3:00 pm, Tuesday, August 8, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 8, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-28" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: HMAC Type "D" Hotmix

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the HMAC Type "D" Hotmix as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Agent on the mailing lists for such Publications so that the Purchasing Agent can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment. Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least 1 day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

B. City is entitled to impose a set-off against payment based on any of the following:

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

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

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

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

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

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

I. 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.

I. 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.

K. 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.

4. SPECIFICATIONS

4.1. TYPE "D" HOT MIX - SPECIFICATIONS

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

TYPE "D" HOT MIX

- Shall meet the Texas Department of Transportation (Tx Dot) specifications for Type "D" Hot Mix Asphalt.
- Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Hot Mix must be available within a 30-mile radius of the Service Center located at 1201 N. Doolittle Rd., Edinburg, TX 78539
- 100% virgin material
- Hot Mix must be available with at least a 24-hour notice

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. 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

*5.1.3. Please fill out and sign House Bill 89 and upload here**

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

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

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

☐ Please confirm

*Response required

5.1.9. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.10. *Please confirm that you have entered a location/address for the pick up in the Pricing Proposal.**

☐ Please confirm

*Response required

6. PRICING PROPOSAL

SIX (6) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	20,000	TONS				
2.)	TYPE "D" HOTMIX LIMESTONE	10,000	TONS				
TOTAL							

TWELVE (12) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	LOCATION/ADDRESS
1.)	TYPE "D" HOT MIX RIVERROCK	40,000	TONS				
2.)	TYPE "D" HOTMIX LIMESTONE	20,000	TONS				
TOTAL							

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-28

HMAC Type "D" Hotmix

RESPONSE DEADLINE: August 8, 2023 at 3:00 pm

Report Generated: Monday, August 28, 2023

Frontera Materials Proposal

CONTACT INFORMATION

Company:
Frontera Materials

Email:
brandon.henry@fmitex.com

Contact:
Brandon Henry

Address:
P.O Box 1449
Elsa, TX 78543

Phone:
N/A

Website:
N/A

Submission Date:
Aug 4, 2023 4:48 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

CITY_OF_EDINBURG_QUESTIONNAIRE.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CIQ_Edinburg.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

CITY_OF_EDINBURG_LITIGATION_DISCLOSURE.pdf

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

HB 89

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Edinburg.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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

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

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Edinburg.pdf

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

Pass

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Edinburg.pdf

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Edinburg.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business

relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Ciq_edinburg_Texas_Ethics.pdf

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

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/.

Confirmed

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

Please attach the insurance certificate

CERTIFICATE_OF_INSURANCE.pdf

PLEASE CONFIRM THAT YOU HAVE ENTERED A LOCATION/ADDRESS FOR THE PICK UP IN THE PRICING PROPOSAL.*
Pass

Confirmed

PRICE TABLES

SIX (6) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	20,000	TONS	$70.00	$1,400,000.00		La Joya Plant
2.)	TYPE "D" HOTMIX LIMESTONE	10,000	TONS	$76.50	$765,000.00		Progreso Plant
TOTAL					$2,165,000.00		

TWELVE (12) MONTH SUPPLY

HMAC TYPE "D" HOTMIX

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Specify Pickup Location/Address
1.)	TYPE "D" HOT MIX RIVERROCK	40,000	TONS	$71.00	$2,840,000.00		La Joya Plant
2.)	TYPE "D" HOTMIX LIMESTONE	20,000	TONS	$77.50	$1,550,000.00		Progreso Plant
TOTAL					$4,390,000.00		

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: FRONTERA MATERIALS
(Full, correct legal name)

- Address: P.O BOX 1449 ELSA TX 78543
- Telephone/Fax: 956-316-8951
- Email address: BRANDON.HENRY@FMITEX.COM

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X_ No____

4. Where is the Company's corporate headquarters located? 22630 FM 88 ELSA TX 78543

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No_X_

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No_X_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: BRANDON HENRY
Address: P.O BOX 1449 ELSA TX 78543
Telephone: 956-316-8951
Fax: _____
Email: BRANDON.HENRY@FMITEX.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.
_____
_____

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:

08-03-23

Company/Vendor Name:

FRONTERA MATERIALS

Printed Name and Title:

EDDIE FORSHAGE III / PRESIDENT

Authorized Signatory:

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 X

   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 X

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 X

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, EDDIE FORSHAGE III, the undersigned representative of FRONTERA MATERIALS 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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

SENATE BILL 13 VERIFICATION

I, EDDIE FORSHAGE III, the undersigned representative of FRONTERA MATERIALS 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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

SENATE BILL 19 VERIFICATION

I, EDDIE FORSHAGE III, the undersigned representative of FRONTERA MATERIALS 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:

EDDIE FORSHAGE III / PRESIDENT

TYPE/PRINT NAME AND TITLE:

08-03-23

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

EDDIE FORSHAGE III, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of FRONTERA MATERIALS, 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 4th day of August 2023.

By: _____

Notary Public

LIZ GONZALEZ
Notary ID #10829428
My Commission Expires
May 22, 2026

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.**

Frontera Materials

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 EC R

Signature of vendor doing business with the governmental entity

8/3/23

Date

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.C.

1. **Agenda Item:**
Consider Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

2. **Description:**
This Service Contract is to provide Pavement Markings that will be utilized throughout the City for the approved Capital Improvements Projects (CIP), Neighborhood Paving Program and City Facility Paving. Staff notes that the bid is being awarded based on unit price, valid upon execution of the agreement through September 30, 2024 with the option to extend two (2) additional years. The quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. The current Pavement Marking Contract will insure the availability of Pavement Markings needed for continuous operation throughout the next (3) Three years. Staff has verified that Valley Striping Corp have no outstanding debts with the City. Valley Striping Corp have been supplying the City with pavement markings for the last (3) three years with satisfactory reviews and no outstanding debts.

The agreement shall be in effect upon execution through September 30, 2024 with the option to extend the Contract for (2) two additional years, if the performance of the successful contractor is satisfactory and the unit price(s) remain unchanged.

Funding in the amount of $160,000 is budgeted through the FY 2023-2024 General Fund.

On Tuesday, August 15, 2023, bids were opened for Bid No. 2023-29, City Wide Pavement Markings. Two bids were received and opened. After a review and tabulation staff recommends awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., the lowest responsive bidder meeting all requirements per unit prices. The City of Edinburg has previously done business with Valley Striping Corp. The City has verified no monies are owed to the City by Valley Striping Corp.

The lowest responsive bidder is Valley Striping Corp., which has the option to extend the contract for an additional (1) year, if the performance of the successful contractor is satisfactory and the unit price(s) remains unchanged.

Below is the list of vendors who responded to the bid.
1. Valley Striping Corp.
2. Pavement Markings Inc.

The current Contract, Pavement Markings expires on September 30, 2023. This annual contract will insure the availability of pavement markings needed for public safety and continuous operation throughout the Fiscal year 2023-2024.

3. **Staff's Recommendation:**

Approve Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:

Prepared by:
Vincent A. Romero
CPM
Director of Public Works

Attachments:

A. Bid Recommendation Form
B. Notice to Bidders
C. Addendum 1 and 2
D. Bidders List
E. Valley Striping Proposal
F. Pavement Markings Proposal
G. Contract

THE CITY OF Edinburg

BID 2023-29 - City Wide Pavement Markings
Opening Date: Tuesday, August 15, 2023 at 3:00 p.m.

		BIDDERS:	PAVEMENT MARKINGS, INC	Valley Striping CORP
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	LF	$0.80	$0.35
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	LF	$0.85	$0.40
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	LF	$0.90	$0.85
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	LF	$1.20	$1.50
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	LF	$4.00	$3.00
6	ELIMINATE EXISTING PREFAB (WORDS)	EA	$60.00	$45.00
7	PAVEMENT SEALER 4"	LF	$0.25	$0.25
8	PAVEMENT SEALER 8"	LF	$0.60	$0.40
9	PAVEMENT SEALER 12"	LF	$1.20	$0.60
10	PAVEMENT SEALER 24"	LF	$2.00	$1.20
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	EA	$60.00	$45.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	EA	$90.00	$90.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	LF	$0.45	$0.65
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	LF	$0.30	$0.65
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	LF	$0.45	$0.45
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	LF	$0.65	$0.45
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	LF	$1.60	$1.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	LF	$0.30	$0.45
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	LF	$2.20	$1.00
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	LF	$1.80	$1.80
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	LF	$5.80	$3.90
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	LF	$6.40	$4.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	EA	$220.00	$125.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	EA	$220.00	$125.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	EA	$220.00	$125.00
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	EA	$440.00	$200.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	EA	$440.00	$200.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	EA	$240.00	$170.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	EA	$480.00	$200.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	EA	$380.00	$350.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	EA	$480.00	$210.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	EA	$160.00	$120.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	EA	$90.00	$90.00

34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	EA	$4.80	$3.00
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	EA	$4.80	$3.00
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	EA	$9.80	$2.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	EA	$320.00	$165.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	EA	$28.00	$20.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	EA	$160.00	$100.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	SQ FT	$0.42	$0.21
41	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	EA	$3.80	$1.00
42	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	EA	$3.80	$1.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	EA	$80.00	$45.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	EA	$140.00	$180.00
45	FIRE LANE MARKINGS	EA	$25.00	$5.00
46	12" YELLOW / RED PAINTED CURB	LF	$1.20	$1.25
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	LF	$1.20	$0.90
48	4" WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	LF	$1.20	$0.45
49	CONCRETE WHEEL STOPS / 3500 PSI 6' L x 9 ¼" W x 5 ¾" H x (2) ¾" DIA HOLES	EA	$65.00	$65.00
		TOTAL	**$4460.77**	**$2710.71**

REQUEST FOR BIDS

2023-29

CITY WIDE PAVEMENT MARKINGS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 21, 2023

DEADLINE FOR QUESTIONS: July 31, 2023

RESPONSE DEADLINE: August 15, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

City Wide Pavement Markings

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Special Specification Template - 2003 format

B - Sample Agreement

1. INTRODUCTION

1.1. Summary

The City of Edinburg Public Works Department is soliciting sealed bids for City Wide Pavement Markings to apply thermoplastic markings within the city limits.

1.2. Contact Information

Lazaro Ayala
Assistant Director
1201 N. Doolittle Rd
Edinburg, TX 78541
Email: layala@cityofedinburg.com
Phone: (956) 388-8210 Ext: 1413

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.3. Timeline

Release Project Date	July 21, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 28, 2023, 1:30pm Join Zoom Meeting https://cityofedinburg.zoom.us/j/81967845364?pwd=ZC8wNlkzZHRGNFlMRHk3ZjFRS0RDQT09 Meeting ID: 819 6784 5364 Passcode: 685815 One tap mobile +13462487799,,81967845364#,,,,*685815# US (Houston) +12532158782,,81967845364#,,,,*685815# US (Tacoma) Dial by your location • +1 346 248 7799 US (Houston) • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 719 359 4580 US • +1 253 205 0468 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US Meeting ID: 819 6784 5364 Passcode: 685815
Question Submission Deadline	July 31, 2023, 5:00pm
Proposal Submission Deadline	August 15, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for City Wide Pavement Markings

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

3:00 pm, Tuesday, August 15, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 15, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-29" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 31, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: City Wide Pavement Markings

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the City Wide Pavement Markings as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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. CITY WIDE STRIPING AND MARKINGS

All markings shall be applied in an extruded method using a push behind hand liner applicator or an approved equal and require a sealer application before striping. The thermoplastic application shall have a .100 mil thickness finished with glass beads to meet

TXDOT specifications for thermoplastic markings. The City of Edinburg is requiring installation of PAVEMENT MARKINGS to various job sites located within the City of Edinburg limits within 24 to 48 hours of request.

Contractor MUST PROVIDE for any necessary traffic control required to perform the work.

4.2. SCOPE OF WORK

The City of Edinburg Public Works Department is requesting to apply thermoplastic markings within the city limits by using extruded method (handliner) application, “Spray Application Prohibited”. All markings must be a least .100 mil thickness and finished with glass beads, 50 Ibs per 100 sq.ft of material and/or comply with TXDOT specs for thermoplastic markings. Layouts of pre markings to be provided by awarded contractor for approval by the Director of Public Works.

4.3. EXTRUDED THERMOPLASTIC PAVEMENT MARKINGS

PART 1 GENERAL

1.01 DESCRIPTION

A. This item of work shall consist of furnishing and placing extruded thermoplastic pavement marking material at locations shown on the plans or as directed buy the Engineer.

B. When applied properly and at the designated thickness and width the markings shall, upon cooling, be reflectorized and able to resist deformation by traffic. The applied material shall be impervious to degradation.

4.4. PART 2 PRODUCTS

2.01 MATERIALS

A. All materials furnished shall be in accordance with DMS-8220, "Hot Applied Thermoplastic"

B. The thermoplastic material shall be homogenously composed of pigment, filler, resins, and glass reflectorizing beads.

4.5. PART 3 EXECUTION

3.01 APPLICATION

A. All material placement shall be in accordance with the material manufacturer’s instructions, unless otherwise directed in writing by the Engineer. In addition to the manufacturer’s instructions, place materials in accordance with the weather, moisture and temperature requirements of this Item.

B. Placement Limitations:

1. Weather: Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

2. Moisture: Apply material to pavement that is completely dry. Pavement will be considered dry if, on a sunny day after 15 min., no condensation occurs on the underside of a 1-ft.-square piece of clear plastic that has been placed on the pavement and weighted on the edges.

3. Temperature: Follow pavement and ambient air temperature requirements recommended by the material manufacturer. If the material manufacturer establishes no temperature requirements, do not place material if the pavement temperature is below 60°F or above 120°F.

C. Surface Preparation: The contractor shall be responsible for pre-marking all the work. Outline/pre-mark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer. Prepare surface by any approved cleaning method that effectively removes contaminants, loose materials, and conditions deleterious to proper adhesion. Prepare surfaces further after cleaning by sealing or priming as recommended by the pavement marking material manufacturer or as directed. Use adhesive, when required, of the type and quality recommended by the pavement marking material manufacturer.

D. Performance Requirements:

1. Adhesion: Markings do not lift, shift, smear, spread, flow, or tear by traffic action.

2. Appearance: Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.

3. Visibility: Markings have uniform and distinctive retro-reflectance when inspected in accordance with Tex-828-B.

E. Performance Period: All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

3.02 APPLICATION

A. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all cost associated with replacing the markings if required.

B. Apply markings on pavement surfaces that are clean, completely dry and passes the following test:

* Place a sample of the thermoplastic material on a piece of tarpaper placed on the pavement. Allow material to cool to ambient temperature and

then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the

tarpaper.

C. The thermoplastic markings shall not be installed over a longitudinal joint, **temporary tabs** or seams.

D. The contractor shall be responsible for pre-marking all the work. Outline/Premark the area where the markings will be placed using a chalk line, crayon or paint approved by the Engineer.

E. Any changes in the alignment of markings that do not correspond to the plans must be approved by the Engineer.

F. Finished markings must have well-defined edges and lateral deviation shall not exceed more than 1 inch per 200 feet; free of abrupt deviations and must meet the requirements of TEX-828-B.

4.6. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by the linear foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

B. The quantity to be paid is the quantity installed and approved as shown in the proposal. Additional measurements or calculations will be made if adjustments of quantities are required.

C. When not listed as a separate bid item, removal of temporary tabs shall be considered incidental work.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.7. RAISED PAVEMENT MARKINGS

PART 1 GENERAL
1.01 DESCRIPTION

A. This item of work shall consist of furnishing and installing raised pavement markers of the Types shown on the plans.

1.02 REFERENCES (The latest edition of the referenced item below shall be used.)

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
672 “Raised Pavement Markers.”

C. Texas Department of Transportation (TxDOT) Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges Item
678 “Pavement Surface Preparation for Markings”.

D. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4100, Juggle Bar Tiles.

E. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4200, Raised Markers (Reflectorized).

F. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-4300, Traffic Buttons.

G. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6100, Epoxies and Adhesives.

H. Texas Department of Transportation (TxDOT) Departmental Material Specification DMS-6130, Bituminous Adhesives for Pavement Markers.

I. Texas Department of Transportation (TxDOT) Test Procedure TEX-828-B.

4.8. PART 2 PRODUCTS

2.01 MATERIALS

A. Raised Markers. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

*Reflectorized Pavement Markers. DMS-4200, "Pavement Markers (Reflectorized)," types I-A, I-C, I- R, II-A-A, II-B-B, and II-C-R.

The following are descriptions for each type of raised pavement marker:

- **Type I-A:** Type I-A must contain an approach face that retro-reflects amber light. The body other than the retro-reflective face must be yellow.

- **Type I-C:** Type I-C must contain an approach face that retro-reflects white light. The body, other than the retro-reflective face must be white or silver-white.

- **Type I-R**: Type I-R must contain a trailing face that retro-reflects red light. The body, other than the retro-reflective face must be white or silver-white.

- **Type II-A-A:** Type II-A-A must contain two retro-reflective faces (approach and trailing) each that retro-reflect amber light. The body, other than the retro-reflective faces, must be yellow.

- **Type II-B-B:** Type II-B-B must contain two retro-reflective faces (approach and trailing) each that retro-reflect blue light. The body, other than the retro-reflective faces, must be blue (Fire Hydrant Markings).

- **Type II-C-R**: Type II-C-R must contain two retro-reflective faces, an approach face that retro- reflects white light and a trailing face that retroreflects red light. The body, other than the retro- reflective faces, must be white or silver-white.

B. Traffic Button. Furnish raised pavement markers meeting the requirements of the following Material Specifications:

***DMS-4300**: "Traffic Buttons"

The following are descriptions for each type of Traffic Button:

***Type W:** Type W has a white body and no reflective faces.

***Type Y**: Type Y has a yellow body and no reflective faces.

C. Jiggle Bar Tiles. Furnish Jiggle Bar Tiles meeting the requirements of the following Material Specifications:

***DMS-4100**: "Jiggle Bar Tiles"

***DMS-6100**: "Epoxies and Adhesives."

***DMS-6130:** "Bituminous Adhesive for Pavement Marker

4.9. PART 3 EXECUTION

3.01 GENERAL

A. All work shall be done in accordance with the Contract, Specifications, Drawings, TMUTCD, manufacturer recommendations, and industry standards. In the event that one requirement conflicts with another the more stringent requirement shall be followed, unless directed otherwise by the ENGINEER.

B. The contractor shall obtain approval of the sequencing of the work and estimate the daily production.

C. If the roadway is currently open to traffic, the placement of markings shall minimally interfere with the operations of the roadway.

D. Use traffic control as shown on the plans and/or as directed by the ENGINEER.

4.10. 3.02 SURFACE PREPARATION

A. Prepare the pavement surface for the pavement markings as recommended by the manufacturer, TxDOT Item 678, show on the Drawings, and/or as directed by the ENGINEER.

B. Ensure that the bond surfaces are free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings, and any other material that would adversely affect the adhesive bond.

C. Remove all debris and loose material from pavement surface by sweeping, air blasting, or as recommended by the manufacturer, indicated on the plans or by the ENGINEER.

4.11. 3.03 ALIGNMENT & POSITIONING

A. Establish pavement marking guides to mark the lateral location of raised pavement markers as shown on the plans and as directed. Do not make permanent marks on the roadway for the guides.

B. Furnish raised pavement Markers for each class from the same manufacturer. Place raised pavement markers on the new asphaltic concrete surface or surface treatment only after the new surface has aged at least 14 days.

C. Place raised pavement markers in proper alignment with the guides. Acceptable placement deviations are shown on the plans.

D. Alignment and positioning of pavement markers shall be such that the reflective faces are aligned for proper visibility:

1.Type II: Markers shall be positioned so that the direction of reflection of the (1) face shall be directly opposite to the direction of flection of the

other face and be visible to the intended traffic.

2. Type I-C: Markers shall have clear reflector face towards traffic.

3. Type II C-R: Markers shall have the clear face toward the normal traffic flow and the red face towards wrong-way traffic.

E. Pavement markers placed in broken lines shall be placed in line with and midway between the stripes.

F. All pavement markers not placed in accordance with the Plans or as directed by the ENGINEER shall be removed by the CONTRACTOR at their

expense.

4.12. 3.04 APPLICATION

A. Use the following adhesive materials for placement of raised pavement markers unless otherwise shown on the plans:

*Epoxy adhesive for plowable reflectorized pavement markers.

*Bituminous adhesive for jiggle bar tile; reflectorized pavement markers described in DMS-4200, "Pavement Markers (Reflectorized)"; and traffic buttons on bituminous pavements.

*Epoxy adhesive for jiggle bar tile, reflectorized pavement markers described in DMS-4200, and traffic buttons on hydraulic cement concrete pavements.

B. Apply adhesives in sufficient quantity to ensure that 100% of the bonding area of raised pavement markers is in contact with the adhesive, and that raised pavement markers, except for plowable markers, are seated on a continuous layer of adhesive and not in contact with the pavement surface.

C. Apply adhesives in accordance with manufacturer's recommendations unless otherwise required by this specification. Apply bituminous adhesive only when pavement temperature and raised pavement marker temperature are 40°F or higher. Do not heat bituminous adhesive above 400°F. Agitate bituminous adhesive to ensure even heat distribution.

D. Furnish raised pavement markers free of rust, scale, dirt, oil, grease, moisture, and contaminants that might adversely affect the adhesive bond. Place raised pavement markers immediately after the adhesive is applied and ensure proper bonding. Do not use adhesives or any other material that impairs the functional retro-reflectivity of the raised pavement markers.

4.13. 3.05 REMOVING EXISTING RAISED PAVEMENT MARKINGS

A. Equipment.

1. Furnish and maintain equipment in good working condition.

2. Equipment shall be able to eliminate markings on concrete and asphaltic surfaces in such a manner that the color and texture of the pavement surface will be held to a minimum.

3. Air Blasting Equipment: Use moisture and oil traps to remove all contaminants from blasting air and prevent disposition of moisture, oil, or other contaminants on the roadway surface.

B. Marking Removal. Method of removal may be completed by any of the following:

1. Asphaltic Surfaces

I. Surface Treatment Method:

***Apply surface treatment material at a rate shown on the Plans, as per manufacturers recommendations or as instructed by the ENGINEER.

*Place a surface treatment a minimum of 2ft wide to cover the existing marking.

*Place a surface treatment thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic occur or as directed by the ENGINEER.

*All excess material & residue shall be removed completely and disposed of properly in accordance with local, state, and federal regulations.

II. Burn Method:

*Use an approved burning method

*For thermoplastic or prefabricated pavement markings, heat may be applied to remove the bulk of the material prior to blast cleaning. When using heat, avoid spalling pavement surface.

*Sweeping or light blast cleaning may be used to remove minor residue.

III. Blasting Method:

***U**se an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

IV. Mechanical Method:

***Use any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

2. Concrete Surfaces

I. Blasting Method:

*Use an approved blasting method such as water blasting, abrasive blasting, water abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, or brush blasting as approved.

II. Mechanical Method:

*Use any mechanical method except for grinding

*Flail milling is acceptable in the removal of markings

4.14. 3.06 CLEAN UP

A. At all times, the project site shall be kept free of all unnecessary traffic hazards.

B. Upon completion of the work, the CONTRACTOR shall remove all rubbish from the work site, and shall clean and restore the area to a manner acceptable to the ENGINEER.

C. All damage done by the CONTRACTOR throughout the project limits and duration of work must be repaired.
D. Before acceptance, the work site must be neat and in a presentable condition throughout.
E. Disposal of materials shall be the responsibility of the CONTRACTOR and completed in accordance to local, state, and federal regulations.

4.15. 3.07 PERFORMANCE REQUIREMENTS

A. Adhesion. Installed pavement markings shall adhere to the pavement sufficiently to prevent lifting, shifting, smearing, spreading, flowing or tearing by traffic.

B. Appearance. In addition to complying with all requirements listed herein, pavement markings shall present a neat, uniform appearance, and shall be free of unsightly conditions caused by spread of excess adhesive.
C. Visibility. The pavement markings shall have uniform and distinctive retro reflectivity when observed in accordance with TxDOT TEX-828-B.
D. Observation Period. All material, workmanship and labor furnished shall be covered by manufacturers guarantee and/or warranty for a period of twelve (12) months commencing on final delivery date of materials.

4.16. 3.08 PERFORMACE PERIOD

A. All markings and replacement markings that fail to meet all requirements of this specification and TEX-828-B for a minimum of thirty (30) calendar days after installation shall be replaced by the CONTRACTOR at his expense.

4.17. PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. This Item will be measured by each raised pavement marker of the Type indicated on the bid proposal.

4.02 PAYMENT

A. Payment will be full compensation for all material, labor, equipment, tools, and incidental items necessary to complete the work. Payment shall be made on a unit rate or lump sum basis as shown in the bid proposal.

4.18. Special Specification 3278 Seal Coat

Please refer to the Attachments section, Attachment A

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. 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

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign House Bill 89 and upload here**

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

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

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

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.11. Please upload your bid bond. **

*Response required

6. PRICING PROPOSAL

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF		
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF		
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF		
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF		
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF		
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA		
7	PAVEMENT SEALER 4"	1,500	LF		
8	PAVEMENT SEALER 8"	600	LF		
9	PAVEMENT SEALER 12"	300	LF		
10	PAVEMENT SEALER 24"	500	LF		
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA		
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA		
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF		
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF		
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF		
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF		
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF		
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF		
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF		
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF		
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF		
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA		
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA		
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA		
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA		
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA		
28	REFL PAV MRK TY B (WHITE) (WORD-ONLY).	25	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA		
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA		
31	REFL PAV MRK TY B (WHITE) (WORD-SCHOOL XING).	4	EA		
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA		
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA		
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA		
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA		
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA		
37	REFL PAV MRK TY B (WHITE) (WORD-YIELD).	4	EA		
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA		
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA		
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT		
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA		
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA		
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA		
45	FIRE LANE MARKINGS	100	EA		
46	12” YELLOW / RED PAINTED CURB	500	LF		
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF		
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF		
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA		
TOTAL					

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541
(956) 388-1895

ADDENDA REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Tuesday, August 22, 2023

Addenda Issued:

Addendum #1

Jul 28, 2023 4:39 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

Please see the attached spreadsheet which indicates the changes made to the pricing proposal in section 6.

Addendum #2

Aug 7, 2023 8:24 AM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Bid for the City-Wide Pavement Markings.

Changes:

The following question has been added to section 5. Vendor Questionnaire: 1.11 Please upload your bid bond.

The Bid Opening will be changed from Tuesday, August 8, 2023 at 3:00 p.m. to **Tuesday, August 15, 2023 at 3:00 p.m.**

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Jul 31, 2023 1:08 PM	Guadalupe Salinas

PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Valley Striping CORP	X	Aug 7, 2023 2:10 PM	Guadalupe Salinas
PAVEMENT MARKINGS, INC	X	Aug 14, 2023 12:56 PM	CASSANDRA VILLESCAS

968-61 - Pavement Marking Services, Including Removal of Markings	
Company Name	Email
1DZ ENTERPRISE LLC	debbiegarc20@gmail.com
A & A Cable Contractors, Inc.	aflores@aacable.com
A&V CASUALTY, LLC	fombonan@yahoo.com
AAA POWERWASH INC.	adam@houstonpressurewash.com
ACUMEN ENTERPRISES, INC.	wayne@acumen-enterprises.com
AG3 GROUP, LLC	agonzalez@ag3-group.com
AJ COMMERCIAL SERVICES, INC.	ravalos@ajcommserv.com
ALAMO CITY CONSTRUCTORS, INC.	greg@alamocityconstructors.com
AMEN 2 PRESSURE WASHING	hfdfirefighterett@gmail.com
AUS-TEX SANDBLASTING & COATINGS, INC	navellgarcia@yahoo.com
AZTECA DESIGNS, INC	marketing@aztecadesigns.com
Alvarez Striping Services, LLC	alvarezstriping@yahoo.com
B & B PAVEMENT MARKINGS INC	bbpavementmarkings@yahoo.com
BRAUN & BUTLER CONSTRUCTION INC	estimating@braun-butler.com
BRAZOS BRITE SERVICES, LLC	Debbie@brazosbrite.com
BROS PRESSURE WASHING	john@brospressurewashing.com
CAMPOS ENGINEERING, INC.	accounting-group@camposengineering.com
CDM SMITH INC.	jarmarwalaym@cdmsmith.com
CLARK CONSTRUCTION OF TEXAS	annie@clarkpave.com
CUE CONSTRUCTION SERVICES, LLC	cdillard@cueconstructionservices.com
DKS ASSOCIATES	srh@dksassociates.com
ECHOLS ENVIRONMENTAL COMPANY, LLC	echolsenvironmental@gmail.com
EISCHEN'S GENERAL CONTRACTING, LLC	tim@egcatx.com
EKO & SONS, LLC	STRIPINGSOLUTION@GMAIL.COM
ESCO HYDROBLASTING	ralphescobedo@yahoo.com
EXCELSIOR SOLUTIONS LLC	Info@Excelsiorsolutionsllc.com
EXPRESS ROAD & CONSTRUCTION, INC.	kirt.tillman@gmail.com
FLASHER LIMITED DBA FLASHER EQUIPMENT C	AmyCraig@flasherequipment.com
FOUR SEASONS COMMERCIAL SERVICES	fourseasonscs1@yahoo.com
HEARTHSIDE DEVELOPMENT CORPORATION	deborah@questami.com
HORN'S CREW TRUCKING	hornscrewhornscrew@yahoo.com
JEREMI & LEONE	dijal.feludu@gmail.com
JIMERSON UNDERGROUND, INC.	alicia@jimerson.net
JM ENGINEERING, LLC	jay@jm-engineer.com
KH CONSULTING & DESIGN, INC.	harshad.patel@khcd.com
KOCUREK LAND IMPROVEMENT, INC	Amanda@KLIearthmovers.com
M2 Federal Inc.	info@m2federal.com
MACBOW TRANSPORT LLC	mauricemacbow@gmail.com
MALTBY BUILDERS, INC.	maltbybuilders@sbcglobal.net
MARQUEE PROPERTY SERVICES LLC	accounting@marqueepropertyservicesllc.com
MLP Ventures Inc.	mlp@att.net
MYERS CONCRETE CONSTRUCTION, LP	clark@myersconcrete.com
NATIONWIDE CURB SERVICE LLC	AMBER@NWCURBS.COM
NECHEMYA CONSTRUCTION	daleth@nechemyasolutions.com

NIXON ENGINEERING LLC	john@nixontraffic.engineering
NTS CONTRACTORS LLC	deann@ntscontractors.com
PILGRIM CONTRACTORS, INC.	elise.carranza@pilgrimcontractorsinc.com
PRESSURE WASHING AMERICA, LLC	propressurewashing@gmail.com
PRESSURE WASHING SOLUTIONS	Pressurewashingsolutions4you@gmail.com
PRESTIGE BUILDING GROUP LLC	j.botto@prestigebms.com
Prime Time Group Incorporated	kingsley@primetimegroupinc.com
Proseal Services, LLC	emelchor@prosealservice.com
ROJO CCM	jonathan@rojoworks.com
ROYAL E TRANSPORT	royaletransport@hotmail.com
RTM CONSTRUCTION CO., LTD.	tom@rtmconstructionltd.com
Reign Construction	Reign.Construction@outlook.com
Republic Traffic Safety Inc	jay@republictrafficsafety.com
STRIPES & STOPS COMPANY, INC.	atyler@stripesandstops.com
SUPREME POWER WASH	sales@supremepowerwash.com
Smith - Mobley, Inc.	info@smithmobleyinc.com
TEXAS MATERIALS GROUP, INC.	jeremy.hemmings@gc-texas.com
TEXAS PATRIOT CONTRACTING	txpatcont@gmail.com
TITAN MILLING INC.	sara@titanmillinginc.com
TRP CONSTRUCTION GROUP, LLC	robe@trpconstructiongroup.com
TYMCO INC	kaye.morgan@tymco.com
UNITY CONTRACTOR SERVICES, INC	lenzyucs@swbell.net
Valley Striping, Corp	VALLEYSTRIPING@YAHOO.COM
WILSON BUILDING SERVICES, INC.	info@wilsonbuildingservice.com
Willow City Sign & Rail, Inc.	crhoades@willowcity.net
XYPLES, LLC	tokonkwor@xyples.com
Pavement Markings	villerg73@aol.com

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Report Generated: Wednesday, August 16, 2023

Valley Striping CORP Proposal

CONTACT INFORMATION

Company:
Valley Striping CORP

Email:
valleystriping@yahoo.com

Contact:
Guadalupe Salinas

Address:
2708 Mid Valley Dr
Weslaco, TX 78599

Phone:
(956) 432-2444

Website:
www.valleystriping.com

Submission Date:
Aug 9, 2023 3:37 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 31, 2023 1:08 PM by Guadalupe Salinas

Addendum #2
Confirmed Aug 7, 2023 2:10 PM by Guadalupe Salinas

QUESTIONNAIRE

1. Required Forms

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

- GENERAL_QUESTIONNAIRE.pdf

2023-29_GENERAL_QUESTIONNAIRE_(1).pdf

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

- CONFLICT_OF_INTEREST.pdf

2023-29_CONFLICT_OF_INTEREST_(2).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

2023-29_LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

2023-29_HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

2023-29_SENATE_BILL_13_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

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

- SENATE_BILL_19_VERIFICATION...

2023-29_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Scanned_1033.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

2023-29_CIQ.pdf

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

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

Confirmed

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

Form_1295_Certificate_101085220.pdf

PLEASE UPLOAD YOUR BID BOND. *
2023-29_BID_BOND_.pdf

PRICE TABLES

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF	$0.35	$1,400.00
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF	$0.40	$200.00
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF	$0.85	$425.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF	$1.50	$750.00
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF	$3.00	$1,500.00
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA	$45.00	$900.00
7	PAVEMENT SEALER 4"	1,500	LF	$0.25	$375.00
8	PAVEMENT SEALER 8"	600	LF	$0.40	$240.00
9	PAVEMENT SEALER 12"	300	LF	$0.60	$180.00
10	PAVEMENT SEALER 24"	500	LF	$1.20	$600.00
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA	$45.00	$675.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA	$90.00	$900.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF	$0.65	$6,864.00
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF	$0.65	$6,864.00
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF	$0.45	$2,250.00
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF	$0.45	$4,500.00
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF	$1.00	$5,000.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF	$0.45	$4,500.00
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF	$1.00	$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF	$1.80	$38,016.00
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF	$3.90	$41,184.00
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF	$4.00	$400.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA	$125.00	$625.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA	$125.00	$2,500.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA	$125.00	$625.00
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA	$200.00	$1,000.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA	$200.00	$600.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	25	EA	$170.00	$4,250.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA	$200.00	$1,600.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA	$350.00	$2,800.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	4	EA	$210.00	$840.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA	$120.00	$1,800.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA	$90.00	$1,350.00
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$3.00	$1,446.00
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$3.00	$2,376.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA	$2.00	$100.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	4	EA	$165.00	$660.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA	$20.00	$520.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA	$100.00	$2,000.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT	$0.21	$9,450.00
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA	$1.00	$5,000.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA	$45.00	$900.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA	$180.00	$3,600.00
45	FIRE LANE MARKINGS	100	EA	$5.00	$500.00
46	12” YELLOW / RED PAINTED CURB	500	LF	$1.25	$625.00
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF	$0.90	$9,000.00
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF	$0.45	$900.00
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA	$65.00	$3,250.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					$182,040.00

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Valley Striping Corp
(Full, correct legal name)

- Address: 2708 Mid Valley Dr Weslaco TX 78599
- Telephone/Fax: 956-432-2444
- Email address: valleystriping@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

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? Weslaco Tx

5. a. Does the Company have an office located in Edinburg, Texas?

4.

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: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

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.

N/A

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

N/A

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:

N/A

Date: 08-01-2023

Company/Vendor Name: Valley Striping Corp

Printed Name and Title: Guadalupe Salinas / President

Authorized Signatory:

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, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (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:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 13 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (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:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

SENATE BILL 19 VERIFICATION

I, Guadalupe Salinas, the undersigned representative of

Valley Striping Corp, (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:

Guadalupe Salinas / President

TYPE/PRINT NAME AND TITLE:

08-01-2023

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) He is President of Valley Striping Corp (Company), the Bidder that has submitted the attached Bid;

(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 01 day of August 2023.

By: Jose M Saenz

Notary Public

JOSE M. SAENZ
My Notary ID # 131971632
Expires April 12, 2027

My commission expires 04-12-2027

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.**

Valley Striping Corp

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Guadalupe L Salinas

Signature of vendor doing business with the governmental entity

08-01-2023

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1053804

Date Filed:
08/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley Striping Corp
Weslaco, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 2023-29
PAVEMENT MARKING IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Guadalupe Salinas, and my date of birth is 02-12-1972.

My address is 6700 N 14th Ln (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 01 day of August (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
Valley Striping Corp.
1616 E. Griffin Parkway
Mission, TX 78572

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W University Dr
Edinburg, TX 78539

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
RFB 2023-29 City of Edinburg pavement markings imprs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 09th day of August, 2023.

Valley Striping, Corp.

(Principal) *(Seal)*

Guadalupe Salinas, President
(Title)

(Witness)

NGM Insurance Company

(Surety) *(Seal)*

Andy Alvarez, Atty-in-Fact
(Title)

Attorney-in-Fact

(Witness)

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120635

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 09th day of August, 2023.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-29

City Wide Pavement Markings

RESPONSE DEADLINE: August 15, 2023 at 3:00 pm

Report Generated: Tuesday, August 22, 2023

PAVEMENT MARKINGS, INC Proposal

CONTACT INFORMATION

Company:
PAVEMENT MARKINGS, INC

Email:
villerg37@aol.com

Contact:
CASSANDRA VILLESCAS

Address:
7010 N FM 493
Donna, TX 78537

Phone:
N/A

Website:
N/A

Submission Date:
Aug 14, 2023 1:22 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 14, 2023 12:56 PM by CASSANDRA VILLESCAS

Addendum #2
Confirmed Aug 14, 2023 12:56 PM by CASSANDRA VILLESCAS

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE-2.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST-1.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM-1.pdf

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

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION-1.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

Doc_-_Aug_14_2023_-_12-51_PM.pdf

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

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

COE_FORM_1295.pdf

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

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/.

Confirmed

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

Please attach the insurance certificate

Emailed_Package_L1D-J293211-00_08-14-2023_12-19.PDFPavement_MarkingWORend24(5).pdfPavement_marking_cgl_end_23(16).pdfpavement_marking_BAU_24-1.pdf

PLEASE UPLOAD YOUR BID BOND. *
Pass

COE_BID_BOND.pdf

PRICE TABLES

CITY WIDE PAVEMENT MARKINGS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ELIMINATE EXISTING PAV MRK & MRKS (4").	4,000	LF	$0.80	$3,200.00
2	ELIMINATE EXISTING PAV MRK & MRKS (6")	500	LF	$0.85	$425.00
3	ELIMINATE EXISTING PAV MRK & MRKS (8")	500	LF	$0.90	$450.00
4	ELIMINATE EXISTING PAV MRK & MRKS (12")	500	LF	$1.20	$600.00
5	ELIMINATE EXISTING PAV MRK & MRKS (24")	500	LF	$4.00	$2,000.00
6	ELIMINATE EXISTING PREFAB (WORDS)	20	EA	$60.00	$1,200.00
7	PAVEMENT SEALER 4"	1,500	LF	$0.25	$375.00
8	PAVEMENT SEALER 8"	600	LF	$0.60	$360.00
9	PAVEMENT SEALER 12"	300	LF	$1.20	$360.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	PAVEMENT SEALER 24"	500	LF	$2.00	$1,000.00
11	ELIMINATE EXISTING PREFAB MRK (SINGLE- ARROWS)	15	EA	$60.00	$900.00
12	ELIMINATE EXISTING PREFAB MRK (DOUBLE- ARROWS)	10	EA	$90.00	$900.00
13	REFL PAV MRK TY I (YELLOW) 4" (SOLID)	10,560	LF	$0.45	$4,752.00
14	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	10,560	LF	$0.30	$3,168.00
15	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100MIL).	5,000	LF	$0.45	$2,250.00
16	REFL PAV MRK TY I (WHITE) 6" (SOLID)(100MIL)	10,000	LF	$0.65	$6,500.00
17	REFL PAV MRK TY I (WHITE) 8" (SOLID) (100MIL).	5,000	LF	$1.60	$8,000.00
18	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	10,000	LF	$0.30	$3,000.00
19	REFL PAV MRK TY 1(WHITE) 8" (DOTTED)(100MIL)	1,000	LF	$2.20	$2,200.00
20	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) FOR CROSSWALKS.	21,120	LF	$1.80	$38,016.00
21	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) FOR STOP BAR.	10,560	LF	$5.80	$61,248.00
22	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) FOR DIAGONAL CROSSHATCH.	100	LF	$6.40	$640.00
23	REFL PAV MRK TY B (WHITE) (THRU ARROW).	5	EA	$220.00	$1,100.00
24	REFL PAV MRK TY B (WHITE) (LEFT ARROW).	20	EA	$220.00	$4,400.00
25	REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	5	EA	$220.00	$1,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	5	EA	$440.00	$2,200.00
27	REFL PAV MRK TY B (WHITE) (RIGHT-DOUBLE ARROW).	3	EA	$440.00	$1,320.00
28	REFL PAV MRK TY B (WHITE) (WORD- ONLY).	25	EA	$240.00	$6,000.00
29	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD).	8	EA	$480.00	$3,840.00
30	REFL PAV MRK TY B (WHITE) (WORD-"R X R").	8	EA	$380.00	$3,040.00
31	REFL PAV MRK TY B (WHITE) (WORD- SCHOOL XING).	4	EA	$480.00	$1,920.00
32	REFL PAV MRK TY B (WHITE) (BICYCLE LANE).	15	EA	$160.00	$2,400.00
33	REFL PAV MRK TY B (WHITE) (BICYCLE LANE - ARROW).	15	EA	$90.00	$1,350.00
34	REFL PAV MRKR TY I-C. ALL COMPLETE IN PLACE.	482	EA	$4.80	$2,313.60
35	REFL PAV MRKR TY II-A-A. ALL COMPLETE IN PLACE.	792	EA	$4.80	$3,801.60
36	REFL PAV MRKR TY II-B-B (FIRE HYDRANT MARK).	50	EA	$9.80	$490.00
37	REFL PAV MRK TY B (WHITE) (WORD- YIELD).	4	EA	$320.00	$1,280.00
38	REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"X36".	26	EA	$28.00	$728.00
39	REFL PAV MARK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ ARROW) EACH WAY.	20	EA	$160.00	$3,200.00
40	EMULSIFIED ASPHALT SEALCOAT (2 APPLICATIONS)	45,000	SQ FT	$0.42	$18,900.00
41	4” 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	5,000	EA	$3.80	$19,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42	4” 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	5,000	EA	$3.80	$19,000.00
43	HANDICAP SYMBOL (TRAFFIC PAINT)	20	EA	$80.00	$1,600.00
44	HANDICAP SYMBOL (THERMOPLASTIC)	20	EA	$140.00	$2,800.00
45	FIRE LANE MARKINGS	100	EA	$25.00	$2,500.00
46	12” YELLOW / RED PAINTED CURB	500	LF	$1.20	$600.00
47	ASPHALT CRACK SEALING AS PER SPECIFICATIONS (09105) (CLEAN, ROUT JOINTS/CRACKS AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	10,000	LF	$1.20	$12,000.00
48	4” WIDE WHITE / YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	2,000	LF	$1.20	$2,400.00
49	CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	50	EA	$65.00	$3,250.00
TOTAL					**$264,077.20**

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: PAVEMENT MARKINGS INC
(Full, correct legal name)

- Address: 7010 N FM 493; Donna, TX 78537
- Telephone/Fax: 956-464-0009
- Email address: Villerg37@aol.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Donna, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan F. Villescas or Cassandra Villescas
Address: 7010 N FM 493; Donna, TX 78537
Telephone: 956-464-0009
Fax: -----
Email: Villerg37@aol.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

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: 8/14/2023

Company/Vendor Name: PAVEMENT MARKINGS INC

Printed Name and Title: Cassandra Villescas Vice President

Authorized Signatory:

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, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS 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

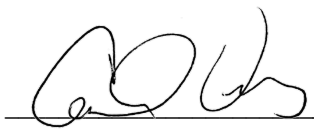
2. Will not boycott Israel during the term of the contract.

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:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS 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:**

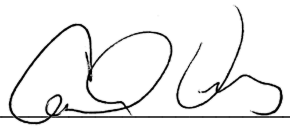
1) **does not boycott energy companies and;**

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:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Cassandra Villescas, the undersigned representative of

PAVEMENT MARKINGS 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.

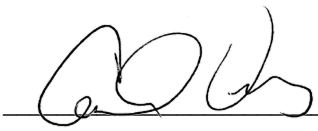
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Cassandra Villescas Vice President

TYPE/PRINT NAME AND TITLE:

8/14/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

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

(1) SHe is Vice President of PAVEMENT MARKINGS INC, the Bidder that has submitted the attached Bid; *(Company)*

(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 _____

Title Vice President

Subscribed and sworn to me this 14th day of August 2023

By: Vangie Saenz

Notary Public

VANGIE SAENZ
Notary Public
State of Texas
ID # 129777240
My Comm. Expires 04-07-2026

4/7/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1059446

Date Filed:
08/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pavement Markings, Inc
Donna, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-29
City Wide Pavement Markings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Cassandra Villescas, and my date of birth is 01/23/1985.

My address is 2700 Xavier Ave (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 14TH day of August (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

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

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

PRODUCER San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	**CONTACT NAME:** COMMERCIAL DEPARTMENT **PHONE (A/C, No, Ext):** (956)685-1937 **FAX (A/C, No):** (956)702-7556 **E-MAIL ADDRESS:** INFOCL@VIP-INS.NET
INSURED PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Evanston Insurance Co. — 35378 **INSURER B :** Hanover Insurance Company — **INSURER C :** Texas Mutual Insurance Co — 22945 **INSURER D :** Travelers Property Casualty Co — **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	L1D-J293211-00	01/22/2023	01/22/2024	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-1N294071-23	06/16/2023	06/16/2024	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 $			XOBW9567523	01/22/2023	01/22/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
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	X	0012522501-23	06/15/2023	06/15/2024	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)

City Wide Pavement Markings

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY DRIVE
EDINBURG TX 78541-

CANCELLATION

AI 018402

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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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

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
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** 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: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/15/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0012522501 of Texas Mutual Insurance Company effective on 6/15/23

Issued to: PAVEMENT MARKINGS INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

6/14/23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

When required by written contract or agreement, the insurance provided by endorsement *See Below is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location. Then we will share that other insurance by the method described in **SECTION IV – CONDITIONS,** Paragraph **4. Other Insurance** subparagraph **c. Method Sharing**.

CG2010, CG2037, CG2404

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "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.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. 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 by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (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.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization 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 the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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Liberty Mutual SURETY

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: TX0230815

KNOW ALL MEN BY THESE PRESENTS, that we Pavement Markings, Inc., as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto City of Edinburg, as obligee (the "Obligee"), in the penal sum of 5% Greatest Amount Bid Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
City Wide Pavement Markings

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 14th day of August, 20 23.

WITNESS / ATTEST

Pavement Markings, Inc.
(Principal)

By: _____ (Seal)
Name: Cassanda Villescas
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact
Andy Alvarez

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7855344

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Andy Alvarez; Dewey Young; Phil Young

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of August, 2017.

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

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVEMENT MARKINGS

The **City of Edinburg** (hereinafter called "City"), **and Valley Striping Corp,** (herein called "Contractor"), entered into an agreement for thermoplastic pavement markings, as required for the City Road improvement projects scheduled for completion.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide concrete services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to perform the work in connection therewith, under the terms of this Agreement and the **Sealed Bid 2023-29** Pavement Markings, and bid forms relating thereto and submitted by contractor all which are and attached as Exhibit "A". This includes Striping (thermoplastic pavement markings), at contractor's own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said task in accordance with the conditions and prices stated as in Exhibit "A" Scope of Work.

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
TIME OF PERFORMANCE

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal year 2023-2024, with the contract terminating on September 30, 2024. The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful contractor is satisfactory and the unit prices remain unchanged.

SECTION IV
STANDARD OF PERFORMANCE

A. Contractor shall perform the Services described in Exhibits "A".

B. Contractor 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. 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.

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
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents and Bid Proposal Form for Sealed Bid #2023-29 stated in Exhibit "A" based on **Unit Prices**.

B. 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. 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.

B. 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.

C. 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.

D. 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.

E. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City policies. Application for Payment will be processed by the Department of Public Works. Payment terms shall be net thirty (30) days from receipt of invoice.

F. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, 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 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.

G. 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.

H. 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 IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors ("Third Party Contractors") to perform aspects of the Project other than the Work under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XV
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
	$500,000 policy limits

C. 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

D. Comprehensive Auto Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person

		$500,000 each occurrence
Property Damage		$100,000 each occurrence
		$100,000 each aggregate
	-or-	$500,000 combined single limits

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 XVI
TERMINATION OF CONTRACT

A. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.

B. 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.

C. 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 ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Services.

D. 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.

E. 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 XVII
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 attorney's fees and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Purchase 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 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. 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 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 Valley Striping Corp
2708 Mid Valley Dr.
Weslaco, Texas, 78599

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 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 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 of the other Contract Documents, 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 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 _____, 2023.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

VALLEY STRIPING CORP.

BY:_____
Mr. Lupe Salinas
President
2708 Mid Valley Dr.
Weslaco, Texas, 78599
Phone: (956) 432-2444
Email:valleystriping@yahoo.com

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid Packet #2023-29 & Bid Proposal

"EXHIBIT A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVMENT MARKINGS.

EXHIBIT "A" SCOPE OF WORK

The City of Edinburg Public Works Department is requesting bids to apply thermoplastic markings within the city limits by using extruded method (handliner) application, "Spray Application Prohibited". All markings must be a least .100 mil thickness and finished with glass beads, 50 lbs per 100 sq.ft of material and/or comply with TXDOT specs for thermoplastic markings. Layouts of pre markings to be provided by awarded contractor for approval by the Director of Public Works.

ITEM	QUANTITY		DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4,000	LF	ELIMINATE EXISTING PAV MRK & MRKS (4")	$0.35	$1,400.00
2	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (6")	$0.40	$200.00
3	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (8")	$0.85	$425.00
4	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (12")	$1.50	$750.00
5	500	LF	ELIMINATE EXISTING PAV MRK & MRKS (24")	$3.00	$1,500.00
6	20	EA	ELIMINATE EXISTING PREFAB MRK (WORDS)	$45.00	$900.00
7	1,500	LF	PAVEMENT SEALER 4"	$0.25	$375.00
8	600	LF	PAVEMENT SEALER 8"	$0.40	$240.00
9	300	LF	PAVEMENT SEALER 12"	$0.60	$180.00
10	500	LF	PAVEMENT SEALER 24"	$1.20	$600.00
11	15	EA	ELIMINATE EXISTING PREFAB (SINGLE-ARROWS)	$45.00	$675.00
12	10	EA	ELIMINATE EXISTING PREFAB (DOUBLE-ARROWS)	$90.00	$900.00
13	10,560	LF	REFL PAV MARK TY 1 (YELLOW) 4" (SOLID)	$0.65	$6,864.00
14	10,560	LF	REFL PAV MRKS TY 1 (YELLOW) (BROKEN) (100MIL)	$0.65	$6,864.00
15	5000	LF	REFL PAV MARK TY 1 (WHITE) 4" (SOLID) (100MIL)	$0.45	$2,250.00
16	10,000	LF	REFL PAV MRK TY 1 (WHITE) 6" (SOLID) (100MIL)	$0.45	$4,500.00
17	5,000	LF	REFL PAV MRK TY 1 (WHITE) 8" (SOLID) (100MIL)	$1.00	$5,000.00
18	10,000	LF	REFL PAV MRK TY 1 (WHITE) 4" (BROKEN) (100MIL)	$0.45	$4,500.00
19	1,000	LF	REFL PAV MRK TY 1 (WHITE) 8" (DOTTED) (100MIL)	$1.00	$1,000.00
20	21,120	LF	REFL PAV MRK TY I (WHITE) 12" (SOLID) (100MIL) CROWSSWALKS	$1.80	$38,016.00
21	10,560	LF	REFL PAV MRK TY I (WHITE) 24" (SOLID) (100MIL) STOP BAR	$3.90	$41,184.00
22	100	LF	REFL PAV MRK TY 1 (YELLOW) 12" (SOLID) (100MIL) DIAGONAL CROSSHATCH	$4.00	$400.00
23	5	EA	REFL PAV MRK TY B (WHITE) (THRU ARROW)	$125.00	$625.00
24	20	EA	REFL PAV MRK TY B (WHITE) (LEFT ARROW)	$125.00	$2,500.00

25	5	EA	REFL PAV MRK TY B (WHITE) (RIGHT ARROW)	$125.00	$625.00
26	5	EA	REFL PAV MRK TY B (WHITE) (LEFT DOUBLE ARROW)	$200.00	$1,000.00
27	3	EA	REFL PAV MRK TY B (WHITE) (RIGHT DOUBLE ARROW)	$200.00	$600.00
28	25	EA	REFL PAV MRK TY B (WHITE) (WORD-ONLY)	$170.00	$4,250.00
29	8	EA	REFL PAV MRK TY B (WHITE) (WORD-STOP AHEAD)	$200.00	$1,600.00
30	8	EA	REFL PAV MRK TY B (WHITE) (WORD - RXR)	$350.00	$2,800.00
31	4	EA	REFL PAV MRK TY B (WHITE) (WORD-SCHOOL XING)	$210.00	$840.00
32	15	EA	REFL PAV MRK TY B (WHITE) (BICYCLE LANE)	$120.00	$1,800.00
33	15	EA	REFL PAV MRK TY B (WHITE) (BICYCLE LANE ARROW)	$90.00	$1,350.00
34	482	EA	REFL PAV MRK TY 1-C ALL COMPLETE IN PLACE	$3.00	$1,446.00
35	792	EA	REFL PAV MRK TY II-A-A ALL COMPLETE IN PLACE	$3.00	$2,376.00
36	50	EA	REFL PAV MRK TY II-B-B FIRE HYDRANT MARK	$2.00	$100.00
37	4	EA	REFL PAV MRK TY B (WHITE) (WORD-YIELD)	$165.00	$660.00
38	26	EA	REFL PAV MRK TY B (WHITE) (YIELD LINE) ISOSCELES TRIANGLES 24"x36"	$20.00	$520.00
39	20	EA	REFL PAV MRK TY B (WHITE) (SPEED HUMP ADVANCE WARNING W/ARROW) EACH WAY	$100.00	$2,000.00
40	45,000	SF	EMULSIFIED ASHALT SEALCOAT (2 APPLICATIONS)	$0.21	$9,450.00
41	5,000	EA	4" 2-WAY REFL YELLOW RAISED PAVEMENT MARKERS	$1.00	$5,000.00
42	5,000	EA	4" 2-WAY REFL WHITE RAISED PAVEMENT MARKERS	$1.00	$5,000.00
43	20	EA	HANDICAP SYMBOL (TRAFFIC PAINT)	$45.00	$900.00
44	20	EA	HANDICAP SYMBOL (THERMOPLASTIC)	$180.00	$3,600.00
45	100	EA	FIRE LANE MARKINGS	$5.00	$500.00
46	500	LF	12” YELLOW / RED PAINTED CURB	$1.25	$625.00
47	10,000	LF	ASPHALT CRACK SEALING AS PER SPECIFICATION (09105) (CLEAN, ROUT JOINTS/CRACKS, AND SEAL JOINTS AND CRACKS THAT ARE 1/16 IN OR GREATER IN WIDTH). PROVIDE TRAFFIC CONTROL	$0.90	$9,000.00
48	2,000	LF	4” WIDE WHITE/YELLOW PARKING LOT STRIPING (TRAFFIC PAINT) SWEEPING AND AIR BLOWING OF PARKING LOT TO BE INCLUDED	$0.45	$900.00
49	50 EA		CONCRETE WHEEL STOPS / 3500 PSI 6’ L x 9 ¼” W x 5 ¾” H x (2) ¾” DIA HOLES	$65.00	$3,250.00

“EXHIBIT A” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVMENT MARKINGS. Cont.

Estimated Quantities are approximate and may increase or decrease dependent on availability of funds and are subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding. The Contractor will be awarded on a unit price only. Contractor shall not expect payment on full "Estimated Quantities" unless they are used. Payment(s) will only be based on installed quantities.

“EXHIBIT B” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVMENT MARKINGS.

“EXHIBIT C” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND VALLEY STRIPING CORP. FOR PAVMENT MARKINGS.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.D.

1. **Agenda Item:**
Consider Awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. for their Unit Prices as Listed for the Total Amount of $80,639.29 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

2. **Description:**
On Tuesday, August 22, 2023, bids were opened for Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators. One (1) bid was received and opened. After review and tabulation staff recommends awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators to Waukesha – Pearce Industries, L.L.C. the sole bidder meeting specifications in the amount of $ 80,639.29. The City of Edinburg has previously done business with Waukesha – Pearce Industries, L.L.C. have been servicing the City Maintenance Agreement for the past year with satisfactory reviews. The City has verified no monies are owed to the City by Waukesha – Pearce Industries, L.L.C.

Below is the list of vendors who responded to the bid:
Waukesha-Pearce Industries, L.L.C - $ 80,639.29

This Service Contract is to provide (2) two preventive service maintenance and inspection with (1) one two-hour load bank test twice a year for 46 generators for utilization among various departments throughout the City.

This Contract shall be for a period of (1) one year. It will begin upon execution of the agreement and end September 30, 2024 with the unit prices remaining firm and the performance of the successful bidder/vendor satisfactory.

Maintenance of Equipment - Public Works, Library, Police, Fire, City Hall, Airport, Utilities, and Solid Waste

This annual contract will insure the preventive maintenance and load testing needed for city wide generators to facilitate operations throughout the City of Edinburg's various departments.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. for their Unit Prices as Listed for the Total Amount of $80,639.29 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:

Prepared by:
Vincent A. Romero
CPM
Director of Public Works

Attachments:

A. Bid Recommendation Form
B. Notice to Bidders
C. Bid Proposal WPI
D. City Wide Inventory
E. Bidders List
F. Agreement

THE CITY OF Edinburg

BID 2023-31 - Bi-Annual Maintenance Services Agreement for City-Wide Generators

Opening Date: Tuesday, August 22, 2023

			Bidder:	**Waukesha-Pearce Ind**
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	$1,283.28
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	$1,005.15
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,899.44
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,899.44
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	$1,275.38
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	$1,214.76
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	$1,128.84
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	$1,714.61
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	$1,227.98
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	$2,394.42
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	$1,079.12
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	$1,162.16
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,407.14
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,156.60
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each	$985.24
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,666.47
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,943.10
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$2,951.32
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	$997.71
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$2,106.32
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$2,004.12
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$3,031.04
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	$2,787.89
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,379.72
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	$4,648.12
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	$1,479.72
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	$1,079.42

WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	$1,359.52
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,218.39
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	$1,218.39
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$823.12
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$938.62
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$981.12
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,230.64
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,230.64
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,230.64
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	$1,230.64
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	$1,230.64
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,230.64
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	$2,695.52
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,813.95
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	$2,321.82
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$2,026.32
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,777.95
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,234.62
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$189.00

REQUEST FOR BIDS

2023-31

BI-ANNUAL MAINTENANCE SERVICES AGREEMENT FOR CITY-WIDE GENERATORS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Bi-Annual Maintenance Services Agreement for City-Wide Generators

I. Introduction .....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....

Attachments:

A - City_Wide_Generator_(REVISED_7-28-23)

1. INTRODUCTION

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Bi-Annual Preventive Maintenance Services agreement for City-Wide generators as per the specifications listed below.

1.2. Background

Preventive Maintenance Service for Generators City-Wide.

The City owns and operates 46 Generators at 17 different locations throughout the city.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Bi-Annual Maintenance Services Agreement for City-Wide Generators.

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

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023

To obtain a copy of the Invitation to Bid or submit an electronic bid please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2023-31" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive, Edinburg, TX 78540

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Friday, August 11, 2023.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

The City of Edinburg will receive sealed bids for the goods/services described in this Invitation to Bid (ITB).

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of Bi-Annual Maintenance Services Agreement for City-Wide Generators for the City of Edinburg.

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

SUBMITTAL OF "HARD COPY" BID

If submitting Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Bi-Annual Maintenance Services Agreement for City-Wide Generatorsas specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

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. GENERAL SPECIFICATIONS

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO-HOUR LOAD BANK TEST

A. The City shall enter into a 12-month service contract with the successful bidder.

B. The Contract shall be awarded for a period of (1) one years from the date of award of the contract ("Initial Contract Period").

C. The Bid will be awarded to the lowest responsible bidder meeting specifications.

D. The City reserves the right to award this bid on a "Per Item" basis.

E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

4.2. MINIMUM REQUIREMENTS

- The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.
- The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually
- Visually inspect the site and equipment
- Gas Engine – inspect and adjust the ignition system and plugs
- Diesel Engine – inspect injection system and pump
- Inspect the fuel system including the day tank, (if applicable)
- Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at the location by Service Provider
- Inspect and clean as needed dry type air cleaner element, or clean and refill oil batch type air cleaner using recommended OEM oil furnished at location by Service Provider.
- Check block heater operation
- Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
- Replace the coolant filter, (if applicable) using recommended OEM Parts furnished at a location by Service Provider

- Grease accessory drives and/or generators as necessary
- Inspect and adjust engine fan belts as necessary
- Inspect the engine exhaust system for leaks or corrosion; check the condensation trap and muffler condition
- Check the oil level, start the unit, warm up, and check and record the oil pressure
- Inspect starting system including batteries, cables, battery charger, alternator, and record battery-specific gravity reading
- Inspect engine and generator control functions and time delays as applicable
- Inspect all instruments for proper operation
- Adjust frequency and voltage as required
- Inspect and clean, (if applicable) generator slip rings and brushes
- Inspect automatic switch(s) for the proper operation which includes: time delays and exercisers where possible
- Test run generator, loaded where possible, and record readings
- Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at a location by Service Provider
- Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at a location by Service Provider
- Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote the operating dependability of the system
- Perform 2-hour load bank testing, provide a written report to customer annually

4.3. 24-HOUR EMERGENCY SERVICE

- The vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service
- The vendor must have a location within 25 miles of the City of Edinburg City Limits
- Provide the physical address of the business location

4.4. SERVICE LOCATION:

Airport (5 Generators)

1300 E. FM 490

Solid Waste Management / Landfill (2 Generators)

8601 N. Jasman Road

Edinburg, Texas 78542

Edinburg, Texas 78541

Public Works (2 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant (3 Generators)

1752 S. Mon Mack Road

Edinburg, Texas 78539

Utilities/Water Plant (1 Generator)

North Booster Station

4724 North Highway 281

Edinburg, Texas 78542

Utilities/Water Plant (2 Generators)

Down Town Plant

500 E Mahl Street

Edinburg, Texas 78539

Library (1 Generator)

1906 S Closner Blvd.

Edinburg, Texas 78539

Utilities/Wastewater Treatment (9 Generators)

1202 N. "M" Road

Edinburg, Texas 78541

Utilities/Systems (11 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Police Department (2 Generators)

1702 S Closner Blvd.

Edinburg, Texas 78539

City Hall (2 Generators)
Generators)

415 W University

Edinburg, Texas 78541

Fire Station 1 (1

212 W McIntyre Street

Edinburg, Texas 78541

Fire Station 2 (1 Generators)

602 West Canton Road

Edinburg, Texas 78539

Fire Station 3 (1 Generators)

1221 East University Drive

Edinburg, Texas 78539

Fire Station 4 (1 Generators)

Fire Station 5 (1 Generators)

315 Matthew

Edinburg, Texas 78539

800 East Davis Road

Edinburg, Texas 78539

Radio Tower 6 (1 Generators)

4505 Tres Hermanos

Edinburg, Texas 78539

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.5. Please fill out and sign House Bill 89 and upload here**

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

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

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

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

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

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

*5.1.9. If awarded the 1295 form must be provided.**

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

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

☐ Please confirm

*Response required

*5.1.10. Attach your company's insurance certificate. **

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. 24-Hour Emergency Service

*5.2.1. Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-Hour Emergency Service**

*Response required

*5.2.2. Provide the physical address of the business location**

Vendor must have a location within 25 miles of the City of Edinburg City Limits

*Response required

5.2.3. Attach any additional information that may be deemed necessary.

6. PRICING PROPOSAL

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each			
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each			
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each			
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each			
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each			
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each			
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each			
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each			
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each			
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each			
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each			
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each			
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each			
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each			
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each			
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each			
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each			
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each			
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each			
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each			
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each			
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each			
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each			
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each			
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each			
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each			
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each			
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each			
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each			
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each			
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each			
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each			
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each			
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each			
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each			
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each			
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each			
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each			
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each			
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each			
TOTAL						

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

PROPOSAL DOCUMENT REPORT

B No. 2023-31

Bi-Annual Maintenance Services Agreement for City-Wide Generators

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, August 25, 2023

Waukesha-Pearce Ind Proposal

CONTACT INFORMATION

Company:
Waukesha-Pearce Ind

Email:
robert.syzdek@wpi.com

Contact:
Robert Syzdek

Address:
1381 Wald Road
New Braunfels, TX 78132

Phone:
(210) 449-6470

Website:
N/A

Submission Date:
Aug 16, 2023 11:37 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

scan.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

scan.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

scan0005.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- SENATE_BILL_13_VERIFICATION...

scan0004.pdf

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

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

1) does not boycott Israel; and

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

- HOUSE_BILL_89_VERIFICATION.pdf

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

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

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

scan0002.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

scan.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*
Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

scan0001.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

ATTACH YOUR COMPANY'S INSURANCE CERTIFICATE. *
Pass

Please upload a copy of your Certificate of insurance here.

COI_City_of_Edinburg.pdf

2. 24-Hour Emergency Service

VENDOR WILL PROVIDE AN HOURLY LABOR RATE CHARGE OR A LABOR RATE SHEET FOR 24-HOUR EMERGENCY SERVICE*
Pass

yes

PROVIDE THE PHYSICAL ADDRESS OF THE BUSINESS LOCATION*
Pass

Vendor must have a location within 25 miles of the City of Edinburg City Limits

yes -

ATTACH ANY ADDITIONAL INFORMATION THAT MAY BE DEEMED NECESSARY.
Proposed_Labor_Rates_City_of_Edinburg_Generator_PM_Contract.docx

PRICE TABLES

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	$1,283.28	$1,283.28	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	$1,005.15	$1,005.15	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,899.44	$1,899.44	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,899.44	$1,899.44	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	$1,275.38	$1,275.38	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	$1,214.76	$1,214.76	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	$1,128.84	$1,128.84	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	$1,714.61	$1,714.61	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	$1,227.98	$1,227.98	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	$2,394.42	$2,394.42	
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	$1,079.12	$1,079.12	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	$1,162.16	$1,162.16	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,407.14	$1,407.14	
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,156.60	$1,156.60	
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each	$985.24	$985.24	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,666.47	$1,666.47	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	$1,748.60	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,943.10	$1,943.10	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$2,951.32	$2,951.32	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	$997.71	$997.71	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$2,106.32	$2,106.32	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$2,004.12	$2,004.12	
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$3,031.04	$3,031.04	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	$2,787.89	$2,787.89	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,379.72	$3,379.72	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	$4,648.12	$4,648.12	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	$1,479.72	$1,479.72	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	$1,079.42	$1,079.42	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	$1,359.52	$1,359.52	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,218.39	$1,218.39	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	$1,218.39	$1,218.39	
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$823.12	$823.12	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$938.62	$938.62	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$981.12	$981.12	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,230.64	$1,230.64	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,230.64	$1,230.64	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,230.64	$1,230.64	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	$1,230.64	$1,230.64	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	$1,230.64	$1,230.64	
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,230.64	$1,230.64	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	$2,695.52	$2,695.52	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,813.95	$1,813.95	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	$2,321.82	$2,321.82	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$2,026.32	$2,026.32	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,777.95	$4,777.95	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,234.62	$2,234.62	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$189.00	$189.00	
TOTAL					**$80,639.29**	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: WAUKESHA PEARCE INDUSTRIES
(Full, correct legal name)

- Address: 1381 WALD ROAD, SUITE A
  NEW BRAUNFELS, TX 78132
- Telephone/Fax: 855-723-1050 - MAIN 210-449-6470 - CELL
- Email address: ROBERT.SYZDEK@WPI.COM

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3. Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? HOUSTON, TEXAS

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

16 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 6

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: ROBERT SYZDEK
Address: 1381 WALD ROAD, NEW BRAUNFELS, TEXAS 78132
Telephone: 210-449-6470
Fax: _____
Email: ROBERT.SYZDEK@WPI.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
16 AUGUST 23

Company/Vendor Name:
WAUKESHA PEARCE INDUSTRIES

Printed Name and Title:
ROBERT SUZDEK PROJECT SUPPORT REP

Authorized Signatory:
_____

SENATE BILL 13 VERIFICATION

I, ROBERT SYPDEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SYPDEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 23

DATE:

HOUSE BILL 89 VERIFICATION

I, ROBERT SYZDEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SYZDEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 2023

DATE:

SENATE BILL 19 VERIFICATION

I, ROBERT DYZOEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

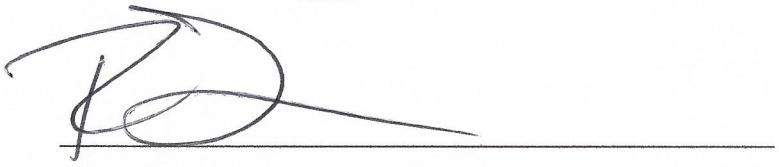
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SLIVEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President of~~ AN EMPLOEE of WAUKESHA PEARCE, 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 PRODUCT SUPPORT REPRESENTATIVE

Subscribed and sworn to me this 16 day of AUG 2023.

By:

Notary Public

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

16 AUGUST 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY): 3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : Gemini Insurance Company	10833
INSURER E :	
INSURER F :	

INSURED
1488010
Waukesha-Pearce Industries, LLC
12320 South Main Street
Houston TX 77035

COVERAGES **CERTIFICATE NUMBER:** 17450826 **REVISION NUMBER:** XXXXXXX

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 [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	HDO G47355606	4/1/2023	4/1/2024	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 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	ISA H1076452A GVE100309401	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	G7251449A 003	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C5073433A (AOS) WLR C50734419 (AK/AZ/CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17450826

City of Edinburg
Attn.: City Manager
415 W. University Drive
Edinburg TX 78539

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

Proposed Labor Rates City of Edinburg Generator PM Contract

Regular Time 129.00 Per Hour

O/T 189.00 Per Hour

Parts Discount of at least 10 percent off listed prices



Generator Inventory
City Wide

THE CITY OF Edinburg



Public Works Department

Item: PW1
Make: Generac
Model: 6996150100
Serial #: 2090344
Kilowatt: 80
Location: Service Center
Account # 100-3001-513302

THE CITY OF Edinburg



Public Works Department

Item: PW2
Make: Kohler
Model: 20REO2JC
Serial #: 2270866
Kilowatt: 25
Location: Streets & Traffic Shop
Account # 100-3001-513302

THE CITY OF Edinburg



City Hall

Item: CH1
Make: Generac
Model: 9867950200
Serial #: 2098589
Kilowatt: 400
Location: City Hall, West Side of N 8th Ave
Account # 100-4004-513306

THE CITY OF Edinburg



City Hall

Item: CH2
Make: Generac
Model: 9867950200
Serial #: 2098590
Kilowatt: 400
Location: City Hall, West Side of N 8th Ave
Account # 100-4004-513306

THE CITY OF Edinburg



Airport

Item: AP1
Make: Caterpillar
Model: D50—2LC
Serial #: CAT00C44JMT00114
Kilowatt: 50
Location: Airfield Lighting, next to electrical vault
Account # 220-7000-513309

THE CITY OF Edinburg



Airport

Item: AP2
Make: Caterpillar
Model: 560-4LC
Serial #: C140650144
Kilowatt: 25
Location: Terminal Building
Account # 220-7000-513309

THE CITY OF Edinburg



Airport

Item: AP3
Make: Cummins
Model: DSKAB-10401443
Serial #: C140650144
Kilowatt: 25
Location: Near Customs & Border Patrol Building
Account # 220-7000-513309

THE CITY OF Edinburg



Airport

Item: AP4
Make: Generac
Model: SD250
Serial #: 3002310240
Kilowatt: 250
Location: Texas DPS Hanger #2
Account # 220-7000-513309

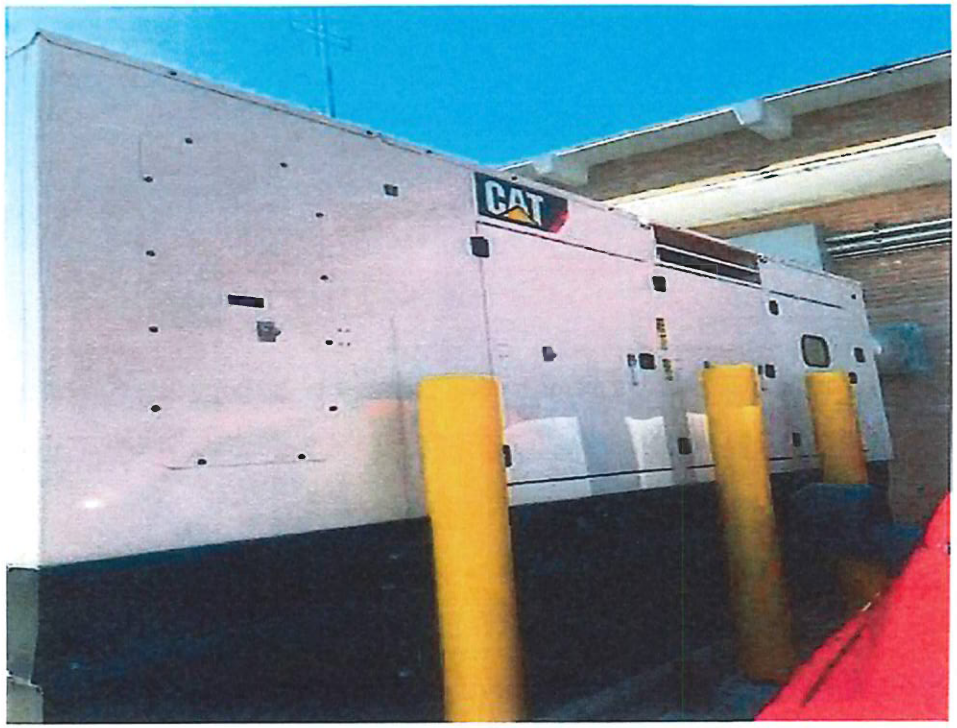
THE CITY OF Edinburg



Airport

Item: AP5
Make: Generac
Model: SD80
Serial #: 3007393591
Kilowatt: 80
Location: Near Fuel Station
Account # 220-7000-513309

THE CITY OF Edinburg



Fire Department

Item: FS1
Make: Caterpillar
Model: 500
Serial #: G7A06620
Kilowatt: n/a
Location: Fire Station #1
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS2
Make: Caterpillar
Model: D40-4
Serial #: CAT00C44HNBCD00718
Kilowatt: 40
Location: Fire Station #2
Account # 100-2500-512240

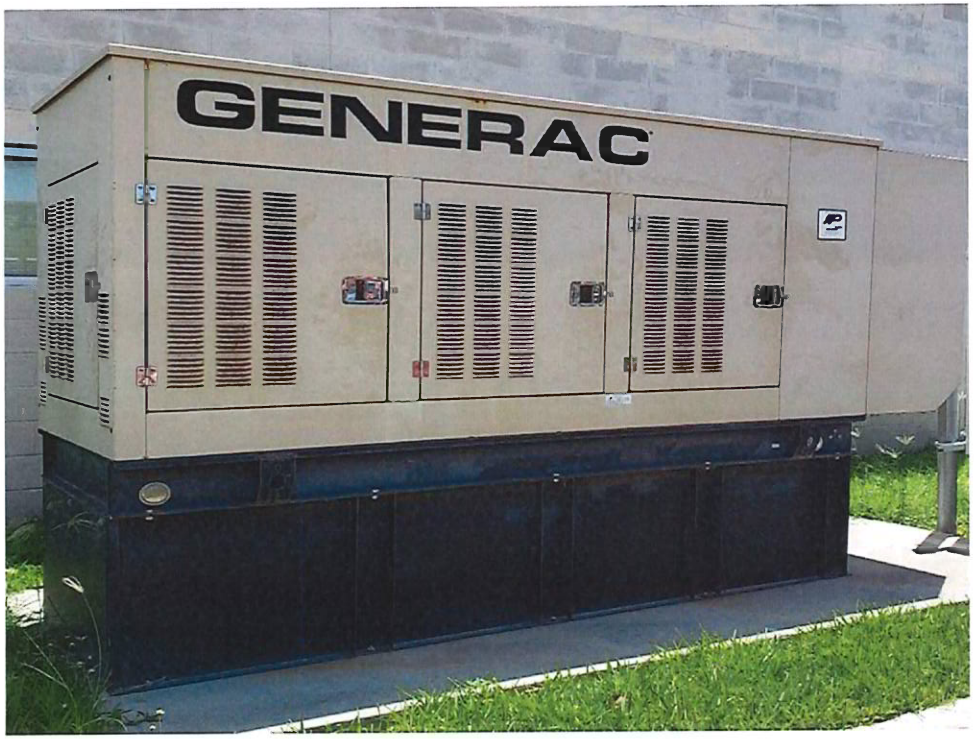
THE CITY OF Edinburg



Fire Department

Item: FS3
Make: Caterpillar
Model: D80-4
Serial #: Cat00C44HNCE00706
Kilowatt: 80
Location: Fire Station #3
Account # 100-2500-512240

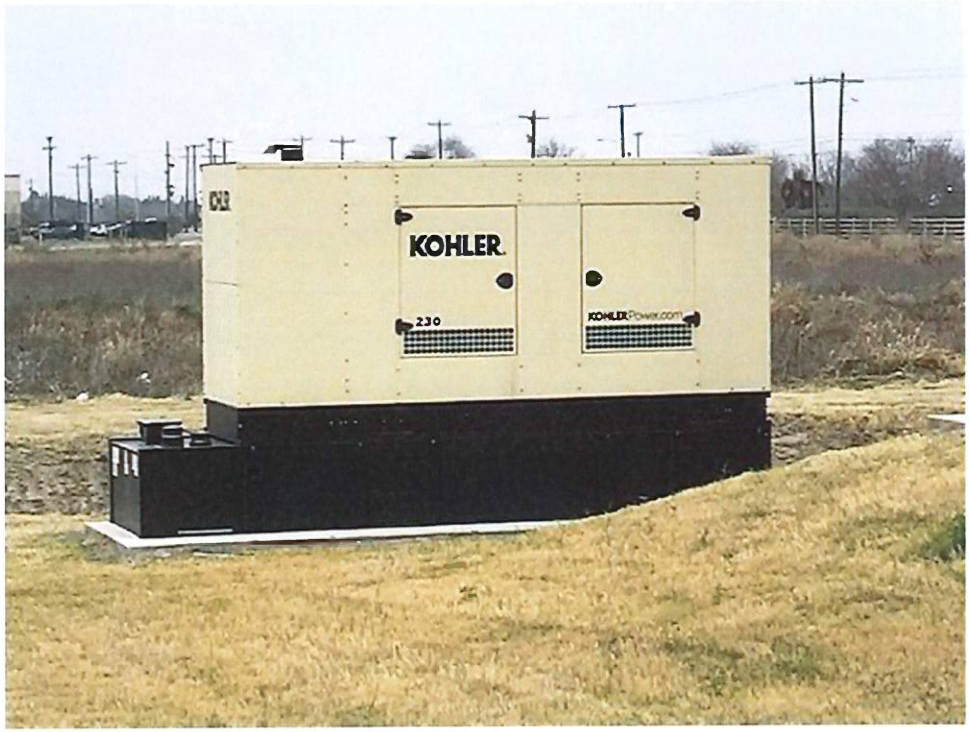
THE CITY OF Edinburg



Fire Department

Item: FS4
Make: Generac
Model: SD250
Serial #: 2084011
Kilowatt: 130
Location: Fire Station #4
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS5
Make: Kohler
Model: 230REOZIE
Serial #: GM66100-GA4
Kilowatt: 230
Location: Fire Station #5
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS6
Make: Kohler
Model: 50RZ
Serial #: 624869
Kilowatt: 49
Location: Fire Communication Tower
Account # 100-2500-512240

THE CITY OF Edinburg



Landfill Department

Item: LF1
Make: Generac
Model: GTS Series
Serial #: 2108838
Kilowatt: 500
Location: Front Landfill Lobby
Account # 210-6500-513302

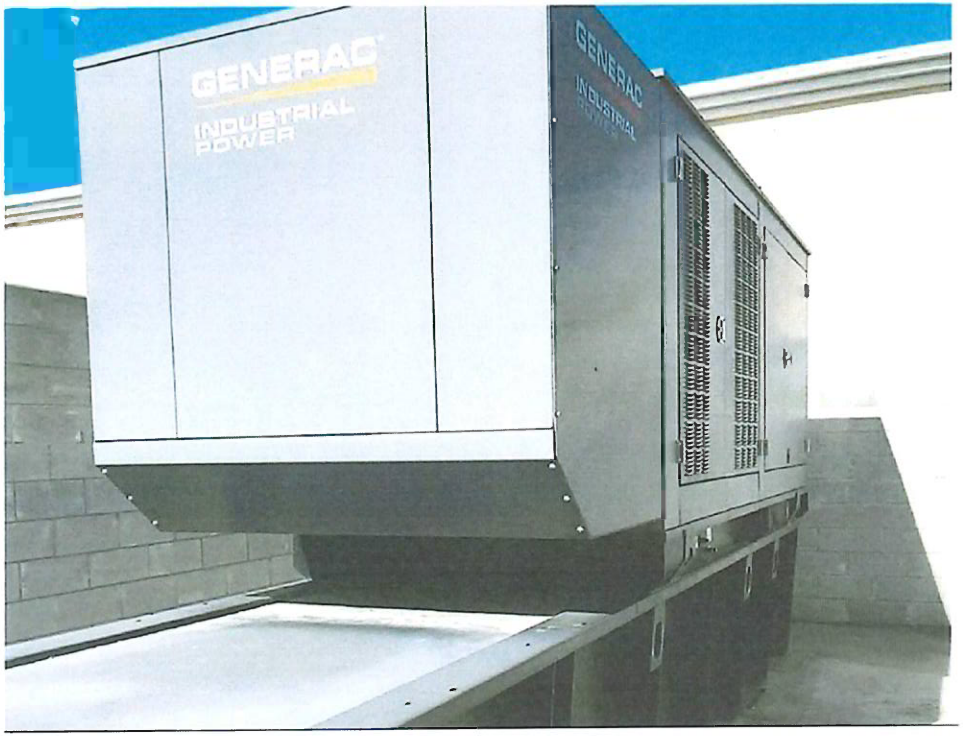
THE CITY OF Edinburg



Landfill Department

Item: LF2
Make: Generac
Model: SD400
Serial #: 3011980918
Kilowatt: 400
Location: Landfill Building
Account # 210-6500-513302

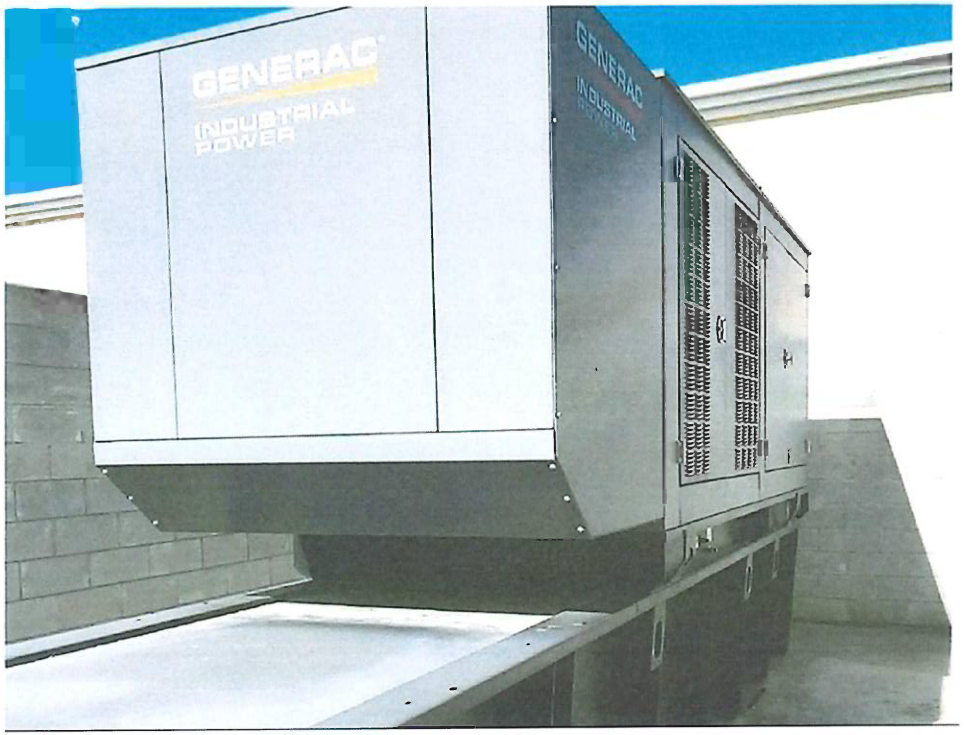
THE CITY OF Edinburg



Library Department

Item: LIB
Make: Generac
Model: 2206D-E13TAG3
Serial #: 9743011
Kilowatt: 400
Location: Library
Account # 100-4100-512240

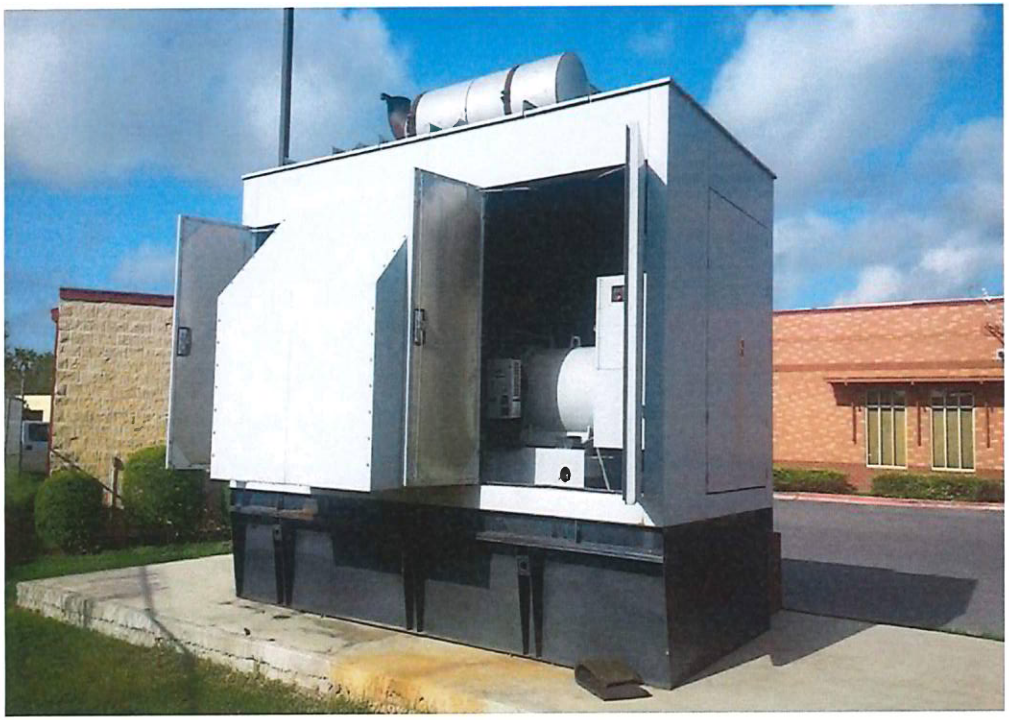
THE CITY OF Edinburg



Police Department

Item: PD1
Make: Detroit Diesel
Model: 800DS4
Serial #: 2010431
Kilowatt: 810
Location: Closner & Freddy Gonzales
Account # 100-2000-513302

THE CITY OF Edinburg



Police Department

Item: PD1
Make: Detroit Diesel
Model: 800DS4
Serial #: 2010431
Kilowatt: 810
Location: Closner & Freddy Gonzales
Account # 100-2000-513302

THE CITY OF Edinburg



Police Department

Item: PD2
Make: Kohler
Model: 30REOZK (CP1)
Serial #: SGM32L54L
Kilowatt: 31
Location: Closner & Freddy Gonzales
Account # 100-2000-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP1
Make: Cummins
Model: DFEH-7345835
Serial #: F110224554
Kilowatt: 400
Location: Plant 2-Basin (Blowers)
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP2
Make: Cummins
Model: DFEG-1212937
Serial #: 11203944891
Kilowatt: 350
Location: Plant 3 & 4
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP3
Make: Cummins
Model: DQCA-2055899
Serial #: J20083400
Kilowatt: 600
Location: 5 Orbal-Clarifiers
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP4
Make: Caterpillar
Model: 3412
Serial #: 2WJO1601
Kilowatt: 750
Location: 5 Orbal Effluent Pumps
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP5
Make: Cummins
Model: DQFAB3110033
Serial #: C100104648
Kilowatt: 800
Location: Headworks (Inf. Pumps, Barscreen, Grit Pumps)
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP6
Make: Carousel Plant
Model: DQFAD-10258879
Serial #: I120393799
Kilowatt: 1000
Location: Waste Water
Account # 200-6200-513302

THE CITY OF Edinburg

"AKSA" PORTABLE



Utilities Department

Item: WWP7
Make: Aksa
Model: DCA-70SSIU
Serial #: R0068428
Kilowatt: 180
Location: Lift Station #42
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP8
Make: Small Whisper Watt Portable
Model: DB-0831I2
Serial #: 7350772
Kilowatt: 56
Location: Portable Generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP9
Make: Big Whisper Watt Portable
Model: DCA-150SSIU4F
Serial #: 7601163
Kilowatt: 120
Location: Portable Generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP10
Make: Caterpillar
Model: XQ125
Serial #: CATXQ125HCK500948
Kilowatt: 100
Location: portable generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP11
Make: Caterpillar
Model: XQ125
Serial #: CATXQ125ECK500949
Kilowatt: 100
Location: portable generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP12
Make: Generac
Model: MLT4200IVF4
Serial #: 30011257793
Kilowatt: 20
Location: Portable Generator New Engine Light Tower LT1
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP13
Make: Generac
Model: MDG175
Serial #: 3011262396
Kilowatt: 120/140
Location: New Mobile Generator GEN 1
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP14
Make: Generac
Model: MDG175
Serial #: 3011262398
Kilowatt: 120/140
Location: New Mobile Generator GEN 2
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP15
Make: Generac
Model: MDG175
Serial #: 3011262393
Kilowatt: 120/140
Location: New Mobile Generator GEN 3
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP16
Make: Generac
Model: MDG175
Serial #: 3011262394
Kilowatt: 120/140
Location: New Mobile Generator GEN 4
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP17
Make: Generac
Model: MDG175
Serial #: 3011262394
Kilowatt: 120/140
Location: New Mobile Generator GEN 5
Account # 200-6200-513302

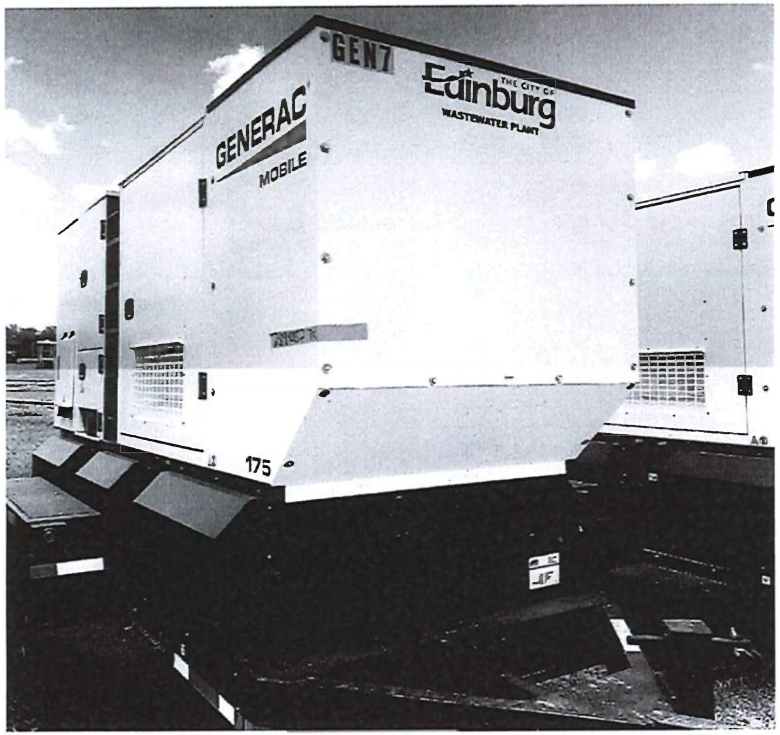
THE CITY OF Edinburg



Utilities Department

Item: WWP18
Make: Generac
Model: MDG175
Serial #: 3011262399
Kilowatt: 120/140
Location: New Mobile Generator GEN 6
Account # 200-6200-513302

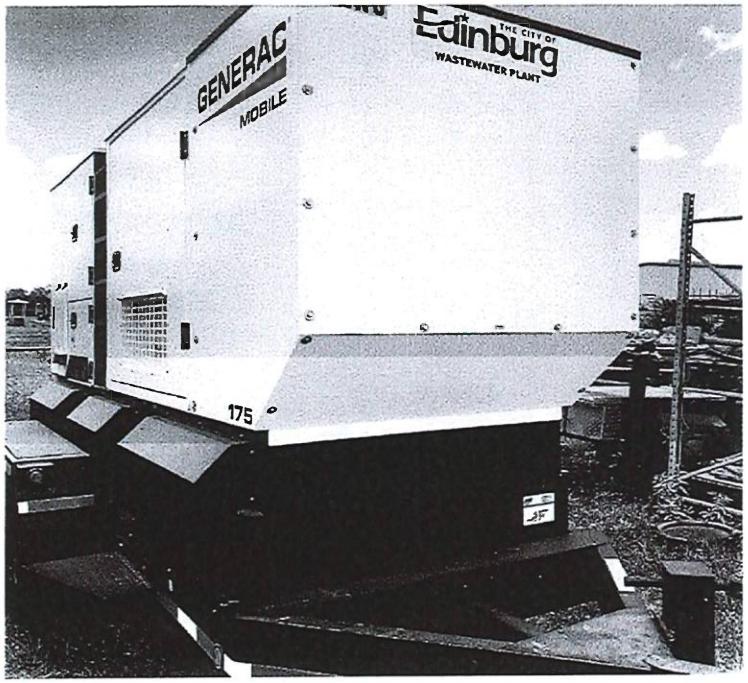
THE CITY OF Edinburg



Utilities Department

Item: WWP19
Make: Generac
Model: MDG175
Serial #: 3011262397
Kilowatt: 120/140
Location: New Mobile Generator GEN 7
Account # 200-6200-513302

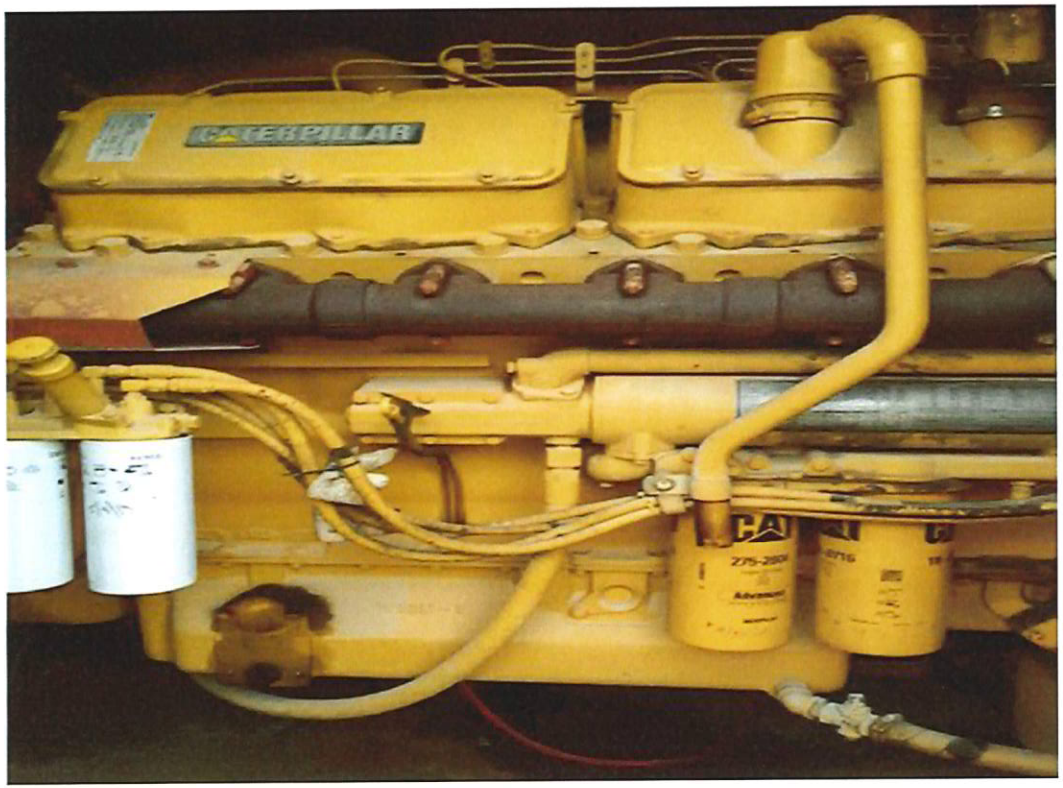
THE CITY OF Edinburg



Utilities Department

Item: WWP20
Make: Generac
Model: MDG175
Serial #: 30011262395
Kilowatt: 120/140
Location: New Mobile Generator GEN 8
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WP21
Make: Caterpillar
Model: SR4B
Serial #: 81Z229922
Kilowatt: 500
Location: West Booster Station
Account # 200-6100-513302

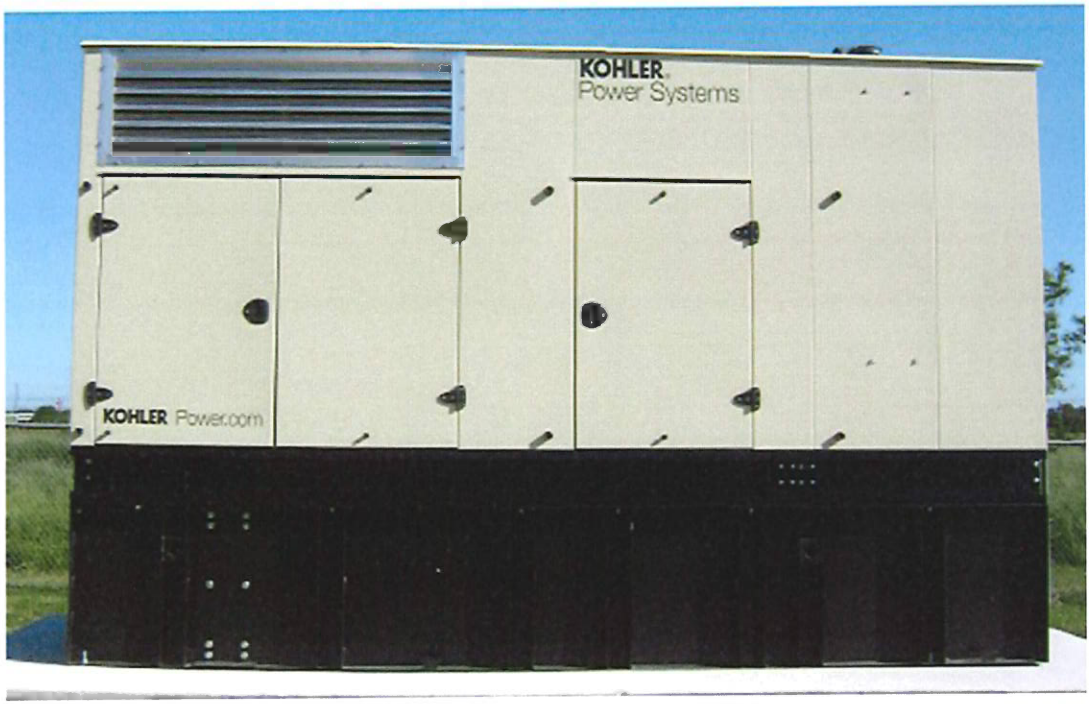
THE CITY OF Edinburg



Utilities Department

Item: WP22
Make: Generac
Model: SD300
Serial #: 3001877797
Kilowatt: 300
Location: West Tower
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP23
Make: Kohler
Model: 400RE0ZIB
Serial #: SGM32B9Z3
Kilowatt: 410
Location: North Booster Station
Account # 200-6100-513302

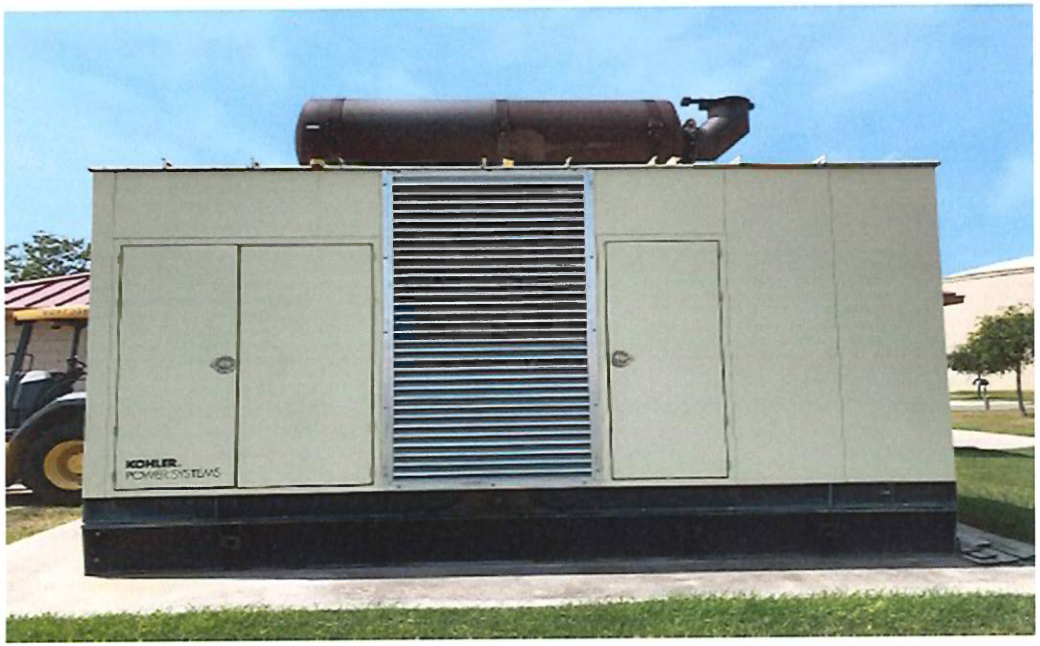
THE CITY OF Edinburg



Utilities Department

Item: WP24
Make: Generac
Model: 3709180100
Serial #: 2075446
Kilowatt: 200
Location: DTP High Service Pump
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP25
Make: Kohler
Model: 1250REOZMB
Serial #: 2195395
Kilowatt: 1220
Location: West Treatment Plant
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP26
Make: Cummins
Model: DFEH-7345835
Serial #: F110224553
Kilowatt: 400
Location: Down Town Treatment Plant
Account # 200-6100-513302

BIDDER'S LIST

GENERATOR MAINTENANCE SERVICE

Holt Caterpillar
Attn: Cassy Marsalis
1319 South Padre Island Drive, Bldg. 2
Corpus Christi, TX 78416
(361) 698-5759
Cassy.marsalis@holtcat.com

Loftin Equipment Co.
Attn: Steven Stewart
1241 Universal City Blvd.
Universal City, TX 78148
(281) 881-1623
sstewart@loftinequip.com

Stewart & Stevenson
Attn: Jerry Perez
2701 N. Cage Blvd.
Pharr, TX 78577
(956) 787-6880
J.perez@ssss.com

Atlas Technologies
Attn: Johnny Partain
7020 N. 16th Street
McAllen, TX 78504
(956)240-1821
partain@atlastechnologies.biz

Ark Generators
Attn: Heather
1925 Longmire Rd. #3
Conroe, TX 77304
(936) 441-4275
heather@arkgenerators.com

Waukesha-Pearce Industries, LLC
Attn: Robert Syzdek
1381 Wald Rd, Suite A
New Braunfels, Texas 78132
(856) 723-1050
(210) 653-5003
robert.syzdek@wpi.com

Border Engines rebuilders & Diesel Services
Attn: Oscar Rios
100 International Blvd.
Mission, TX. 78572
(956) 585-4866
oscarjrios2003@yahoo.com

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE SERVICES FOR CITY-WIDE GENERATORS**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Waukesha-Pearce Industries (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 under the terms of this Agreement and the **Bid 2023-31**, and bid forms relating thereto and submitted by Vendor, all which are and attached as Exhibit "A".

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any 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. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

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 and completeness of the 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 warrants to City that all labor furnished to perform the Services will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and /or equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Services will be of good quality, free from faults and defects, and in strict conformance with 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 shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. 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.

F. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with this Agreement and Bid Proposal Form for Bid **2023-31** stated in Exhibit "A" based on **UNIT PRICES**.

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. Any Services are defective, requiring correction or replacement;

e. City has been required to correct defective Services or has accepted defective Services; or

f. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

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 with the contract terminating on September 30, 2025. The City reserves the right to extend this contract for One (1) additional year if the performance of the successful contractor is satisfactory and the unit prices remain unchanged.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the 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 City property 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:

1381 Wald Road
New Braunfels, TX 78132
Attn.: Robert Syzdek

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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

Waukesha-Pearce Industries

BY:_____
Robert Syzdek
Product Support Rep.
1381 Wald Road
New Braunfels, TX 78132
Phone: (210) 449-6470
Fax: N/A
Email: robert.syzdek@wpi.com

Attachments: Exhibit A: Scope of Work
Exhibit B: Certificate of Insurance
Exhibit C: Bid Packet #2023-31 and Bid Proposal

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Unit cost	Total	No Bid
PW1	Public Works - Generac, SOKW, Modell/6996150100 Serial No. 2090344	1	Each	$1,283.28	$1,283.28	FALSE
PW2	Public works - Kohler, 2SKW, Model 1120RE02JC, Serial No. 2270866	1	Each	$1,005.15	$1,005.15	FALSE
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,899.44	$1,899.44	FALSE
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,899.44	$1,899.44	FALSE
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CATOOC44JMZT00400	1	Each	$1,275.38	$1,275.38	FALSE
AP2	Airport *112* • Caterpillar, 60KW, Model #S60-4LC, Serial No. CATOOC44Tl4T00114	1	Each	$1,214.76	$1,214.76	FALSE
AP3	Airport #3 - Cummins, 25KW, Model tlDSKAB-1401443, Serial No. C140650144	1	Each	$1,128.84	$1,128.84	FALSE
AP4	Airport #4 - Generac, 250KW, Model IISD250, Serial No. 3002310240	1	Each	$1,714.61	$1,714.61	FALSE
AP5	Airport #5 -Generac, SOKW, Model NSDSO, Serial No. 3007393591	1	Each	$1,227.98	$1,227.98	FALSE
FS1	Fire Station *Nl,* Onan, 200KW, Model #200.0DFP17RZ15953l, Serial No. E820622078	1	Each	$2,394.42	$2,394.42	FALSE
FS2	Fire Station #12 - Caterpillar, 40KW, Model t/040·4, Serial No. CATOOC44HNCD00718	1	Each	$1,079.12	$1,079.12	FALSE
FS3	Fire Station *tt3* -Caterpillar, SOKW, Model 1#080-4, Serial No. CATOOC44HNCE00706	1	Each	$1,162.16	$1,162.16	FALSE
FS4	Fire Station *114* - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,407.14	$1,407.14	FALSE
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,156.60	$1,156.60	FALSE
FS6	Fire Communication Tower South - Kohler, 49KW, Model #50RZ, Serial No. 624869	1	Each	$985.24	$985.24	FALSE
LFl	landfill - Generac- 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,666.47	$1,666.47	FALSE
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	$1,748.60	FALSE
LIB	Library-Generac -400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,943.10	$1,943.10	FALSE
PD!	PD *lll* - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$2,95l.32	$2,951.32	FALSE

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS continued.

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Unit cost	Total	No Bid
PD2	PD #2 - Kohler - 31KW, Model #30RE02K (CPI), Serial No. SGM32L54L	1	Each	$997.71	$997.71	FALSE
WWPI	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$2,106.32	$2,106.32	FALSE
WWP2	Utilities Waste Water Plant 3&4, Cummins, 3SOKW, Model ttDFEG-1212937, Serial No. 11203944891	1	Each	$2,004.12	$2,004.12	FALSE
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$3,031.04	$3,031.04	FALSE
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJ01601	1	Each	$2,787.89	$2,787.89	FALSE
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, SOOKW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,379.72	$3,379.72	FALSE
WWP6	Utilities Waste Water, Carousel Plant, lOOOKW, Model #DQFAD-10258879, Serial No. 1120393799	1	Each	$4,648.12	$4,648.12	FALSE
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. R0068428	1	Each	$1,479.72	$1,479.72	FALSE
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, S6KW, Model #08-083112, Serial No. 7350772	1	Each	$1,079.42	$1,079.42	FALSE
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-1SOSSJU4F, Serial No. 7601163	1	Each	$1,359.52	$1,359.52	FALSE
WWP1O	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,lOOKW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,218.39	$1,218.39	FALSE
WWP11	Utilities Waste Water Portable Generator, Caterpillar, lOOKW, Model #XQ125, Serial No. CATXQ125ECKS00949	1	Each	$1,218.39	$1,218.39	FALSE
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LTl, Generac,20KW, Model IIMLT4200IVF4, Serial No. 3011257793	1	Each	$823.12	$823.12	FALSE
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN!, Generac, 120/140KW, Model ttMDG175, Serial No. 3011262396	1	Each	$938.62	$938.62	FALSE
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$981.12	$981.12	FALSE
WWP15	Utilities Waste Water Portable Generator New Mobile GeneratorGEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,230.64	$1,230.64	FALSE

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS continued.

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Unit cost	Total	No Bid
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,230.64	$1,230.64	FALSE
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,230.64	$1,230.64	FALSE
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GENG, Generac, 120/140KW, Model #MDG17S, Serial No. 3011262399	1	Each	$1,230.64	$1,230.64	FALSE
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model tlMDG175, Serial No. 3011262397	1	Each	$1,230.64	$1,230.64	FALSE
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,230.64	$1,230.64	FALSE
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 812229922	1	Each	$2,695.52	$2,695.52	FALSE
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,813.95	$1,813.95	FALSE
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model tl400REOZJB, Serial No. SGM32B9Z3	1	Each	$2,321.82	$2,321.82	FALSE
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$2,026.32	$2,026.32	FALSE
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,777.95	$4,777.95	FALSE
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,234.62	$2,234.62	FALSE
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$189.00	$189.00	FALSE
Total					**$80,639.29**	

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY) 3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : Gemini Insurance Company	10833
INSURER E :	
INSURER F :	

INSURED
1488010
Waukesha-Pearce Industries, LLC
12320 South Main Street
Houston TX 77035

COVERAGES CERTIFICATE NUMBER: 17450826 REVISION NUMBER: XXXXXXX

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 PRO-JECT LOC OTHER:	Y	Y	HDO G47355606	4/1/2023	4/1/2024	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 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	ISA H1076452A GVE100309401	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	G7251449A 003	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WLR C5073433A (AOS) WLR C50734419 (AK/AZ/CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17450826

City of Edinburg
Attn.: City Manager
415 W. University Drive
Edinburg TX 78539

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS

THE CITY OF Edinburg

Generator Inventory
City Wide

THE CITY OF Edinburg



Public Works Department

Item: PW1
Make: Generac
Model: 6996150100
Serial #: 2090344
Kilowatt: 80
Location: Service Center
Account # 100-3001-513302

THE CITY OF Edinburg



Public Works Department

Item: PW2
Make: Kohler
Model: 20REO2JC
Serial #: 2270866
Kilowatt: 25
Location: Streets & Traffic Shop
Account # 100-3001-513302

THE CITY OF Edinburg



City Hall

Item: CH1
Make: Generac
Model: 9867950200
Serial #: 2098589
Kilowatt: 400
Location: City Hall, West Side of N 8th Ave
Account # 100-4004-513306

THE CITY OF Edinburg



Airport

Item: AP1
Make: Caterpillar
Model: D50—2LC
Serial #: CAT00C44JMT00114
Kilowatt: 50
Location: Airfield Lighting, next to electrical vault
Account # 220-7000-513309

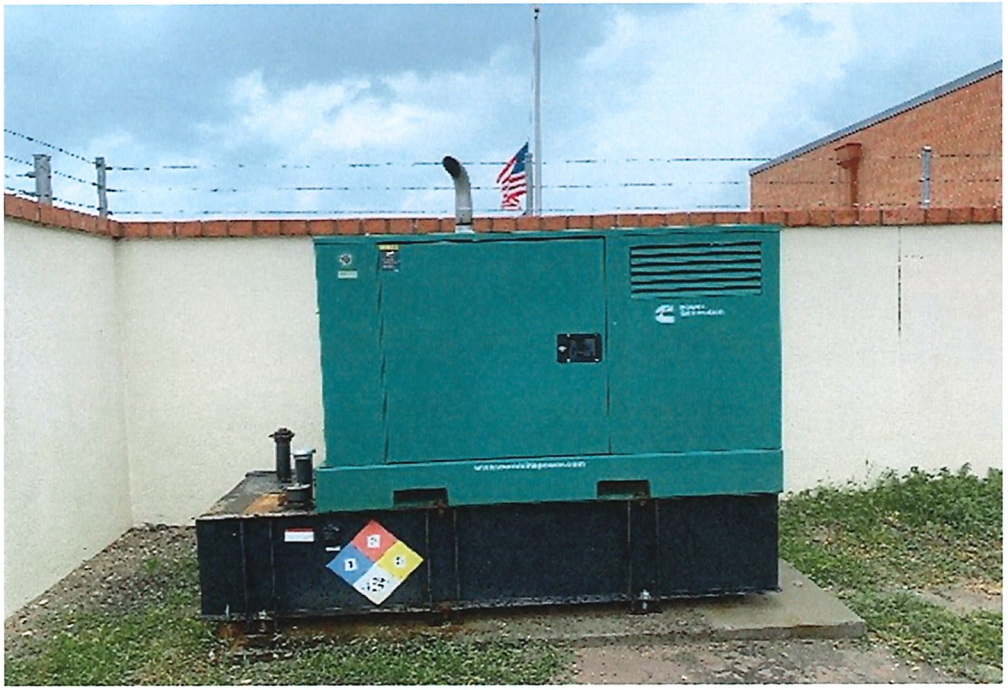
THE CITY OF Edinburg



Airport

Item: AP2
Make: Caterpillar
Model: 560-4LC
Serial #: C140650144
Kilowatt: 25
Location: Terminal Building
Account # 220-7000-513309

THE CITY OF Edinburg



Airport

Item: AP3
Make: Cummins
Model: DSKAB-10401443
Serial #: C140650144
Kilowatt: 25
Location: Near Customs & Border Patrol Building
Account # 220-7000-513309

THE CITY OF Edinburg



Airport

Item: AP4
Make: Generac
Model: SD250
Serial #: 3002310240
Kilowatt: 250
Location: Texas DPS Hanger #2
Account # 220-7000-513309

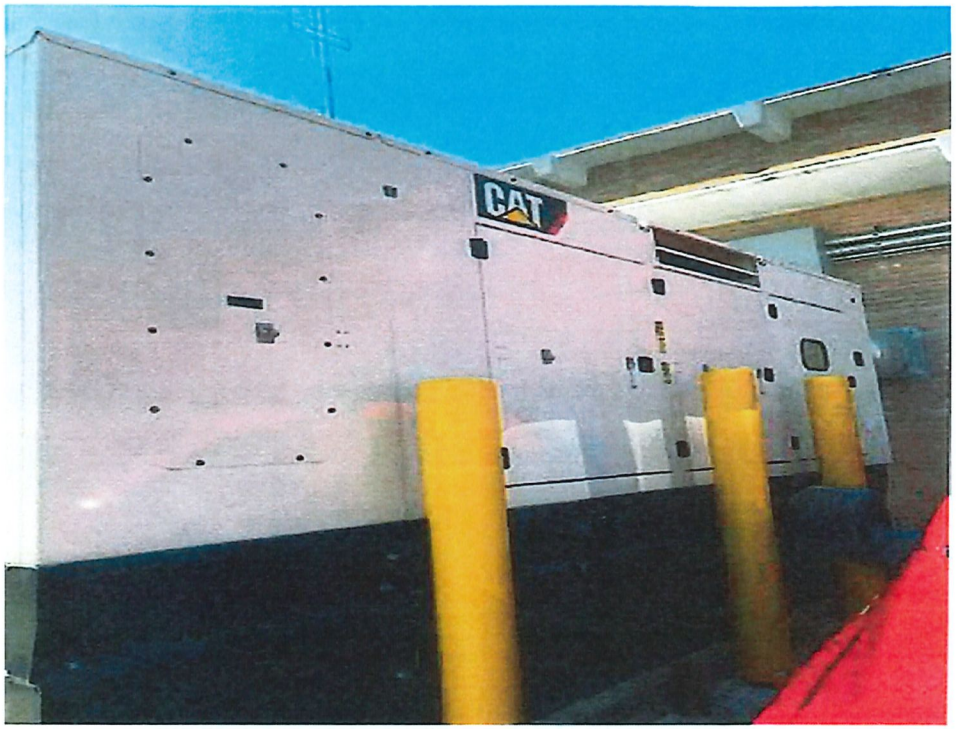
THE CITY OF Edinburg



Airport

Item: AP5
Make: Generac
Model: SD80
Serial #: 3007393591
Kilowatt: 80
Location: Near Fuel Station
Account # 220-7000-513309

THE CITY OF Edinburg



Fire Department

Item: FS1
Make: Caterpillar
Model: 500
Serial #: G7A06620
Kilowatt: n/a
Location: Fire Station #1
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS2
Make: Caterpillar
Model: D40-4
Serial #: CAT00C44HNBCD00718
Kilowatt: 40
Location: Fire Station #2
Account # 100-2500-512240

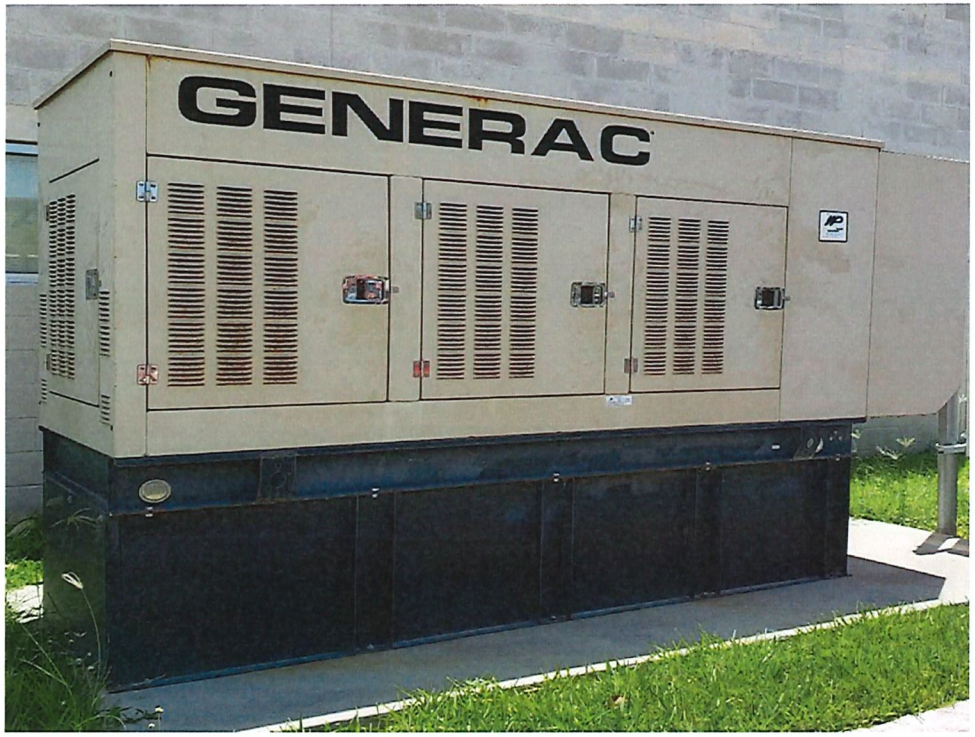
THE CITY OF Edinburg



Fire Department

Item: FS3
Make: Caterpillar
Model: D80-4
Serial #: Cat00C44HNCE00706
Kilowatt: 80
Location: Fire Station #3
Account # 100-2500-512240

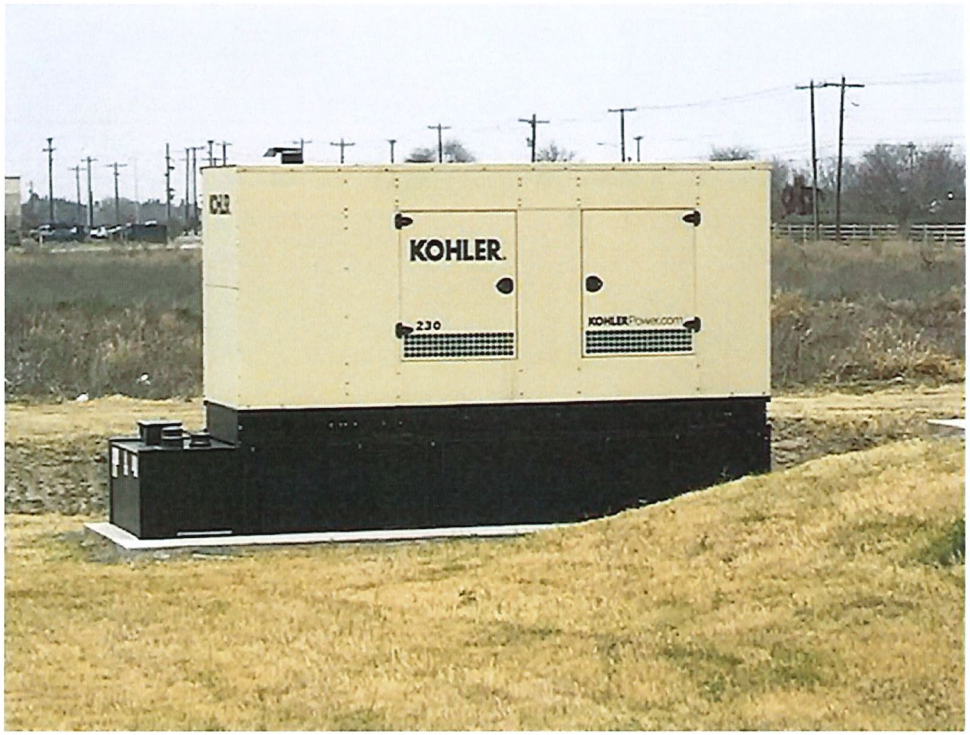
THE CITY OF Edinburg



Fire Department

Item: FS4
Make: Generac
Model: SD250
Serial #: 2084011
Kilowatt: 130
Location: Fire Station #4
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS5
Make: Kohler
Model: 230REOZIE
Serial #: GM66100-GA4
Kilowatt: 230
Location: Fire Station #5
Account # 100-2500-512240

THE CITY OF Edinburg



Fire Department

Item: FS6
Make: Kohler
Model: 50RZ
Serial #: 624869
Kilowatt: 49
Location: Fire Communication Tower
Account # 100-2500-512240

THE CITY OF Edinburg



Landfill Department

Item: LF1
Make: Generac
Model: GTS Series
Serial #: 2108838
Kilowatt: 500
Location: Front Landfill Lobby
Account # 210-6500-513302

THE CITY OF Edinburg



Landfill Department

Item: LF2
Make: Generac
Model: SD400
Serial #: 3011980918
Kilowatt: 400
Location: Landfill Building
Account # 210-6500-513302

THE CITY OF Edinburg



Library Department

Item: LIB
Make: Generac
Model: 2206D-E13TAG3
Serial #: 9743011
Kilowatt: 400
Location: Library
Account # 100-4100-512240

THE CITY OF Edinburg



Police Department

Item: PD1
Make: Detroit Diesel
Model: 800DS4
Serial #: 2010431
Kilowatt: 810
Location: Closner & Freddy Gonzales
Account # 100-2000-513302

THE CITY OF Edinburg



Police Department

Item: PD2
Make: Kohler
Model: 30REOZK (CP1)
Serial #: SGM32L54L
Kilowatt: 31
Location: Closner & Freddy Gonzales
Account # 100-2000-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP1
Make: Cummins
Model: DFEH-7345835
Serial #: F110224554
Kilowatt: 400
Location: Plant 2-Basin (Blowers)
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP2
Make: Cummins
Model: DFEG-1212937
Serial #: 1120394891
Kilowatt: 350
Location: Plant 3 & 4
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP3
Make: Cummins
Model: DQCA-2055899
Serial #: J20083400
Kilowatt: 600
Location: 5 Orbal-Clarifiers
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP4
Make: Caterpillar
Model: 3412
Serial #: 2WJO1601
Kilowatt: 750
Location: 5 Orbal Effluent Pumps
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP5
Make: Cummins
Model: DQFAB3110033
Serial #: C100104648
Kilowatt: 800
Location: Headworks (Inf. Pumps, Barscreen, Grit Pumps)
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP6
Make: Carousel Plant
Model: DQFAD-10258879
Serial #: I120393799
Kilowatt: 1000
Location: Waste Water
Account # 200-6200-513302

THE CITY OF Edinburg

"AKSA" PORTABLE



Utilities Department

Item: WWP7
Make: Aksa
Model: DCA-70SSIU
Serial #: R0068428
Kilowatt: 180
Location: Lift Station #42
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP8
Make: Small Whisper Watt Portable
Model: DB-0831I2
Serial #: 7350772
Kilowatt: 56
Location: Portable Generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP9
Make: Big Whisper Watt Portable
Model: DCA-150SSIU4F
Serial #: 7601163
Kilowatt: 120
Location: Portable Generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP10
Make: Caterpillar
Model: XQ125
Serial #: CATXQ125HCK500948
Kilowatt: 100
Location: portable generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP11
Make: Caterpillar
Model: XQ125
Serial #: CATXQ125ECK500949
Kilowatt: 100
Location: portable generator
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP12
Make: Generac
Model: MLT4200IVF4
Serial #: 30011257793
Kilowatt: 20
Location: Portable Generator New Engine Light Tower LT1
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP13
Make: Generac
Model: MDG175
Serial #: 3011262396
Kilowatt: 120/140
Location: New Mobile Generator GEN 1
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP14
Make: Generac
Model: MDG175
Serial #: 3011262398
Kilowatt: 120/140
Location: New Mobile Generator GEN 2
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP15
Make: Generac
Model: MDG175
Serial #: 3011262393
Kilowatt: 120/140
Location: New Mobile Generator GEN 3
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP16
Make: Generac
Model: MDG175
Serial #: 3011262394
Kilowatt: 120/140
Location: New Mobile Generator GEN 4
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WWP17
Make: Generac
Model: MDG175
Serial #: 3011262392
Kilowatt: 120/140
Location: New Mobile Generator GEN 5
Account # 200-6200-513302

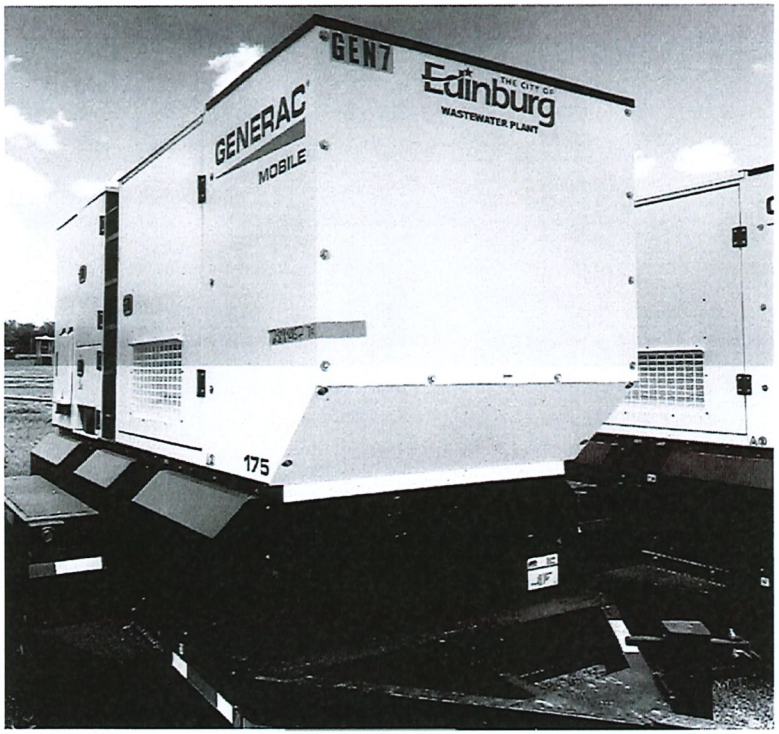
THE CITY OF Edinburg



Utilities Department

Item: WWP18
Make: Generac
Model: MDG175
Serial #: 3011262399
Kilowatt: 120/140
Location: New Mobile Generator GEN 6
Account # 200-6200-513302

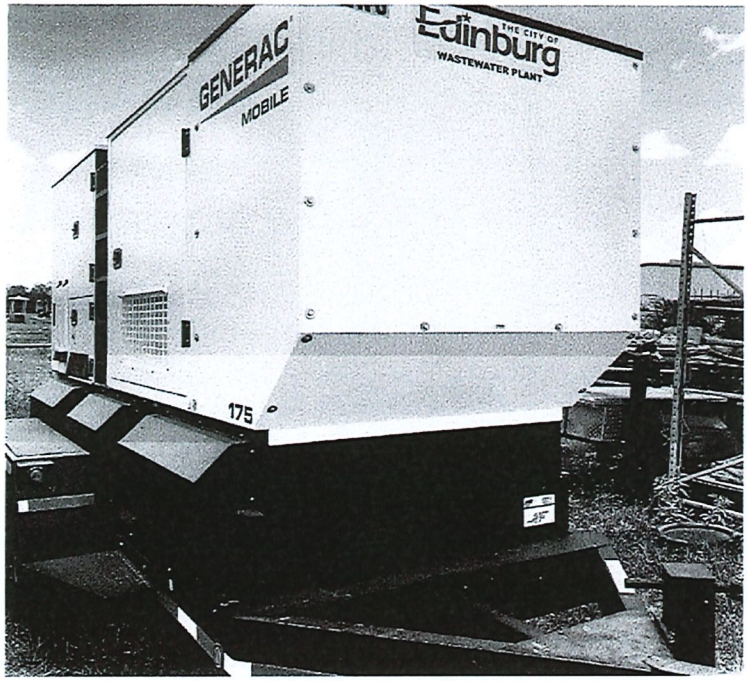
THE CITY OF Edinburg



Utilities Department

Item: WWP19
Make: Generac
Model: MDG175
Serial #: 3011262397
Kilowatt: 120/140
Location: New Mobile Generator GEN 7
Account # 200-6200-513302

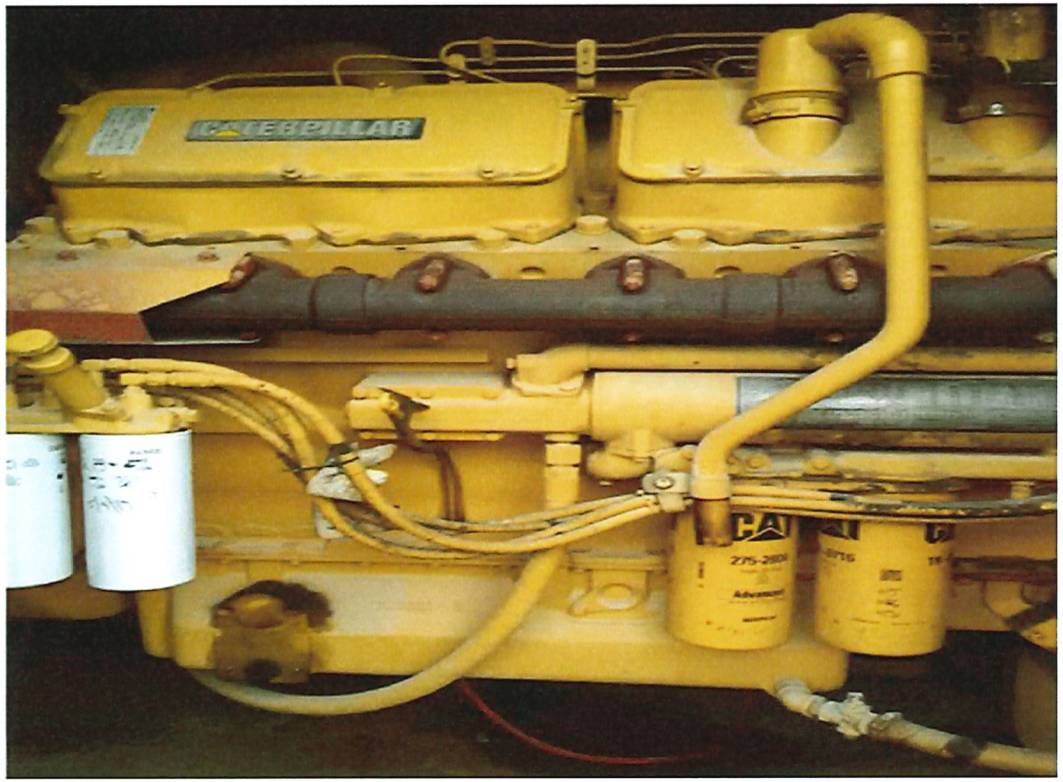
THE CITY OF Edinburg



Utilities Department

Item: WWP20
Make: Generac
Model: MDG175
Serial #: 30011262395
Kilowatt: 120/140
Location: New Mobile Generator GEN 8
Account # 200-6200-513302

THE CITY OF Edinburg



Utilities Department

Item: WP1
Make: Caterpillar
Model: SR4B
Serial #: 81Z229922
Kilowatt: 500
Location: West Booster Station
Account # 200-6100-513302

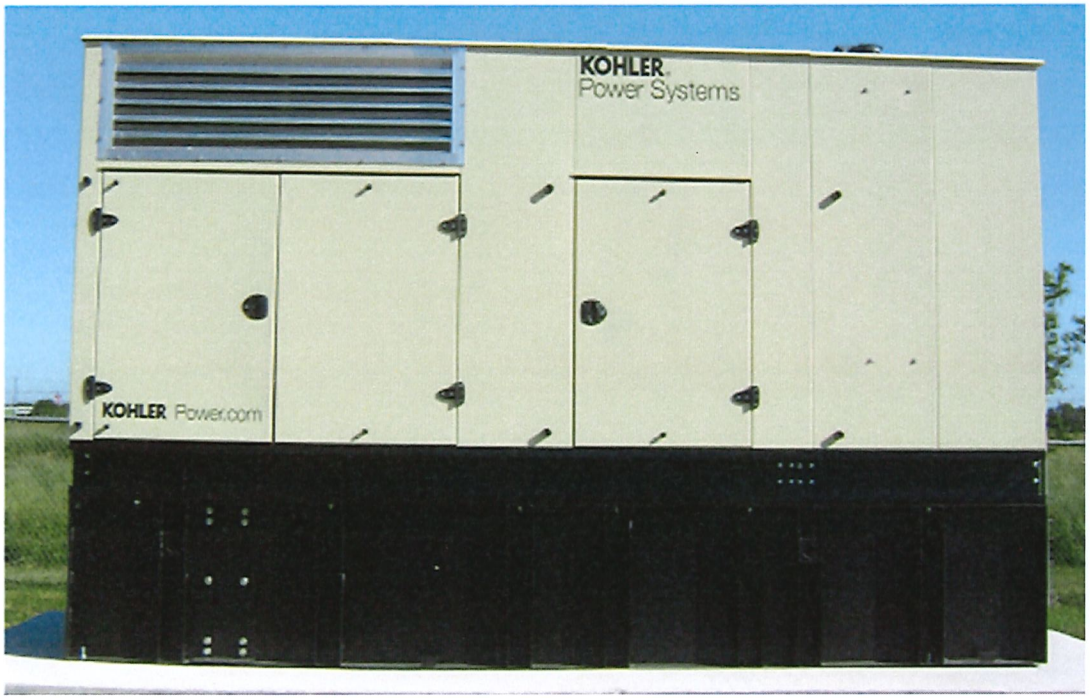
THE CITY OF Edinburg



Utilities Department

Item: WP2
Make: Generac
Model: SD300
Serial #: 3001877797
Kilowatt: 300
Location: West Tower
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP3
Make: Kohler
Model: 400RE0ZIB
Serial #: SGM32B9Z3
Kilowatt: 410
Location: North Booster Station
Account # 200-6100-513302

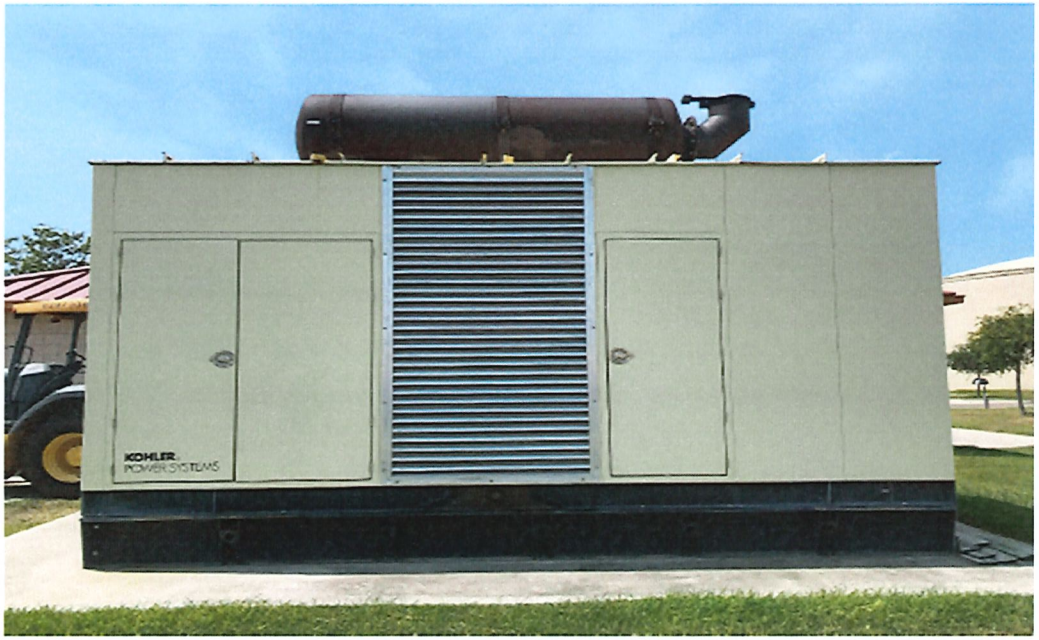
THE CITY OF Edinburg



Utilities Department

Item: WP4
Make: Generac
Model: 3709180100
Serial #: 2075446
Kilowatt: 200
Location: DTP High Service Pump
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP5
Make: Kohler
Model: 1250REOZMB
Serial #: 2195395
Kilowatt: 1220
Location: West Treatment Plant
Account # 200-6100-513302

THE CITY OF Edinburg



Utilities Department

Item: WP6
Make: Cummins
Model: DFEH-7345835
Serial #: F110224553
Kilowatt: 400
Location: Down Town Treatment Plant
Account # 200-6100-513302

REQUEST FOR BIDS

2023-31

BI-ANNUAL MAINTENANCE SERVICES AGREEMENT FOR CITY-WIDE GENERATORS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Bi-Annual Maintenance Services Agreement for City-Wide Generators

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - City_Wide_Generator_(REVISED_7-28-23)

1. INTRODUCTION

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Bi-Annual Preventive Maintenance Services agreement for City-Wide generators as per the specifications listed below.

1.2. Background

Preventive Maintenance Service for Generators City-Wide.

The City owns and operates 46 Generators at 17 different locations throughout the city.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Bi-Annual Maintenance Services Agreement for City-Wide Generators.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023

To obtain a copy of the Invitation to Bid or submit an electronic bid please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2023-31" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive, Edinburg, TX 78540

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Friday, August 11, 2023.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

The City of Edinburg will receive sealed bids for the goods/services described in this Invitation to Bid (ITB).

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of Bi-Annual Maintenance Services Agreement for City-Wide Generators for the City of Edinburg.

The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

If Submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once request an interpretation via the OpenGov portal: https://procurement.opengov.com/portal/cityofedinburg to obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Bi-Annual Maintenance Services Agreement for City-Wide Generatorsas specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. GENERAL SPECIFICATIONS

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO-HOUR LOAD BANK TEST

A. The City shall enter into a 12-month service contract with the successful bidder.

B. The Contract shall be awarded for a period of (1) one years from the date of award of the contract ("Initial Contract Period").

C. The Bid will be awarded to the lowest responsible bidder meeting specifications.

D. The City reserves the right to award this bid on a "Per Item" basis.

E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

4.2. MINIMUM REQUIREMENTS

- The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.
- The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually
- Visually inspect the site and equipment
- Gas Engine – inspect and adjust the ignition system and plugs
- Diesel Engine – inspect injection system and pump
- Inspect the fuel system including the day tank, (if applicable)
- Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at the location by Service Provider
- Inspect and clean as needed dry type air cleaner element, or clean and refill oil batch type air cleaner using recommended OEM oil furnished at location by Service Provider.
- Check block heater operation
- Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
- Replace the coolant filter, (if applicable) using recommended OEM Parts furnished at a location by Service Provider

- Grease accessory drives and/or generators as necessary
- Inspect and adjust engine fan belts as necessary
- Inspect the engine exhaust system for leaks or corrosion; check the condensation trap and muffler condition
- Check the oil level, start the unit, warm up, and check and record the oil pressure
- Inspect starting system including batteries, cables, battery charger, alternator, and record battery-specific gravity reading
- Inspect engine and generator control functions and time delays as applicable
- Inspect all instruments for proper operation
- Adjust frequency and voltage as required
- Inspect and clean, (if applicable) generator slip rings and brushes
- Inspect automatic switch(s) for the proper operation which includes: time delays and exercisers where possible
- Test run generator, loaded where possible, and record readings
- Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at a location by Service Provider
- Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at a location by Service Provider
- Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote the operating dependability of the system
- Perform 2-hour load bank testing, provide a written report to customer annually

4.3. 24-HOUR EMERGENCY SERVICE

- The vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service
- The vendor must have a location within 25 miles of the City of Edinburg City Limits
- Provide the physical address of the business location

4.4. SERVICE LOCATION:

Airport (5 Generators)

1300 E. FM 490

Solid Waste Management / Landfill (2 Generators)

8601 N. Jasman Road

Edinburg, Texas 78542

Edinburg, Texas 78541

Public Works (2 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant (3 Generators)

1752 S. Mon Mack Road

Edinburg, Texas 78539

Utilities/Water Plant (1 Generator)

North Booster Station

4724 North Highway 281

Edinburg, Texas 78542

Utilities/Water Plant (2 Generators)

Down Town Plant

500 E Mahl Street

Edinburg, Texas 78539

Library (1 Generator)

1906 S Closner Blvd.

Edinburg, Texas 78539

Utilities/Wastewater Treatment (9 Generators)

1202 N. "M" Road

Edinburg, Texas 78541

Utilities/Systems (11 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Police Department (2 Generators)

1702 S Closner Blvd.

Edinburg, Texas 78539

City Hall (2 Generators)
Generators)

415 W University

Edinburg, Texas 78541

Fire Station 1 (1

212 W McIntyre Street

Edinburg, Texas 78541

Fire Station 2 (1 Generators)

602 West Canton Road

Edinburg, Texas 78539

Fire Station 3 (1 Generators)

1221 East University Drive

Edinburg, Texas 78539

Fire Station 4 (1 Generators)

Fire Station 5 (1 Generators)

315 Matthew

Edinburg, Texas 78539

800 East Davis Road

Edinburg, Texas 78539

Radio Tower 6 (1 Generators)

4505 Tres Hermanos

Edinburg, Texas 78539

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. Please fill out and sign the Conflict of Interest Disclosure and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.4. Please fill out and sign Senate Bill 13 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.5. Please fill out and sign House Bill 89 and upload here**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

5.1.6. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

5.1.7. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

5.1.8. *Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form must be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach your company's insurance certificate. **

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. 24-Hour Emergency Service

*5.2.1. Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-Hour Emergency Service**

*Response required

*5.2.2. Provide the physical address of the business location**

Vendor must have a location within 25 miles of the City of Edinburg City Limits

*Response required

5.2.3. Attach any additional information that may be deemed necessary.

6. PRICING PROPOSAL

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each			
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each			
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each			
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each			
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each			
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each			
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each			
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each			
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each			
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each			
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each			
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each			
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each			
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each			
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each			
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each			
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each			
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each			
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each			
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each			
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each			
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each			
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each			
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each			
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each			
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each			
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each			
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each			
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each			
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each			
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each			
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each			
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each			
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each			
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each			
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each			
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each			
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each			
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each			
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

B No. 2023-31

Bi-Annual Maintenance Services Agreement for City-Wide Generators

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, August 25, 2023

Waukesha-Pearce Ind Proposal

CONTACT INFORMATION

Company:
Waukesha-Pearce Ind

Email:
robert.syzdek@wpi.com

Contact:
Robert Syzdek

Address:
1381 Wald Road
New Braunfels, TX 78132

Phone:
(210) 449-6470

Website:
N/A

Submission Date:
Aug 16, 2023 11:37 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

scan.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

scan.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

scan0005.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

scan0004.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

scan0003.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

scan0002.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

scan.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*
Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

scan0001.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

ATTACH YOUR COMPANY'S INSURANCE CERTIFICATE. *
Pass

Please upload a copy of your Certificate of insurance here.

COI_City_of_Edinburg.pdf

2. 24-Hour Emergency Service

VENDOR WILL PROVIDE AN HOURLY LABOR RATE CHARGE OR A LABOR RATE SHEET FOR 24-HOUR EMERGENCY SERVICE*
Pass

yes

PROVIDE THE PHYSICAL ADDRESS OF THE BUSINESS LOCATION*
Pass

Vendor must have a location within 25 miles of the City of Edinburg City Limits

yes -

ATTACH ANY ADDITIONAL INFORMATION THAT MAY BE DEEMED NECESSARY.
Proposed_Labor_Rates_City_of_Edinburg_Generator_PM_Contract.docx

PRICE TABLES

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	$1,283.28	$1,283.28	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	$1,005.15	$1,005.15	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,899.44	$1,899.44	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,899.44	$1,899.44	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	$1,275.38	$1,275.38	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	$1,214.76	$1,214.76	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	$1,128.84	$1,128.84	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	$1,714.61	$1,714.61	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	$1,227.98	$1,227.98	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	$2,394.42	$2,394.42	
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	$1,079.12	$1,079.12	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	$1,162.16	$1,162.16	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,407.14	$1,407.14	
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,156.60	$1,156.60	
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each	$985.24	$985.24	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,666.47	$1,666.47	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60	$1,748.60	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,943.10	$1,943.10	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$2,951.32	$2,951.32	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	$997.71	$997.71	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$2,106.32	$2,106.32	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$2,004.12	$2,004.12	
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$3,031.04	$3,031.04	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	$2,787.89	$2,787.89	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,379.72	$3,379.72	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	$4,648.12	$4,648.12	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	$1,479.72	$1,479.72	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	$1,079.42	$1,079.42	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	$1,359.52	$1,359.52	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,218.39	$1,218.39	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	$1,218.39	$1,218.39	
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$823.12	$823.12	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$938.62	$938.62	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$981.12	$981.12	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,230.64	$1,230.64	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,230.64	$1,230.64	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,230.64	$1,230.64	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	$1,230.64	$1,230.64	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	$1,230.64	$1,230.64	
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,230.64	$1,230.64	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	$2,695.52	$2,695.52	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,813.95	$1,813.95	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	$2,321.82	$2,321.82	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$2,026.32	$2,026.32	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,777.95	$4,777.95	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,234.62	$2,234.62	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$189.00	$189.00	
TOTAL					$80,639.29	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: WAUKESHA PEARCE INDUSTRIES
(Full, correct legal name)

- Address: 1381 WALD ROAD, SUITE A
  NEW BRAUNFELS, TX 78132
- Telephone/Fax: 855-723-1050 - MAIN 210-449-6470 - CELL
- Email address: ROBERT.SYZDEK@WPI.COM

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? HOUSTON, TEXAS

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

16 (years) ____ (months)

c. State the number of full-time employees at the Edinburg office. 6

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: ROBERT SYZDEK
Address: 1381 WALD ROAD, NEW BRAUNFELS, TEXAS 78132
Telephone: 210-449-6470
Fax: _____
Email: ROBERT.SYZDEK@WPI.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
16 AUGUST 23

Company/Vendor Name:
WAUKESHA PEARCE INDUSTRIES

Printed Name and Title:
ROBERT SUZDEK PROJECT SUPPORT REP

Authorized Signatory:
_____

SENATE BILL 13 VERIFICATION

I, ROBERT SYPEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SYPEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 23

DATE:

HOUSE BILL 89 VERIFICATION

I, ROBERT SYDEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SYDEK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 2023

DATE:

SENATE BILL 19 VERIFICATION

I, ROBERT DYZIEK, the undersigned representative of WAUKESHA PEARCE INDUSTRIES, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

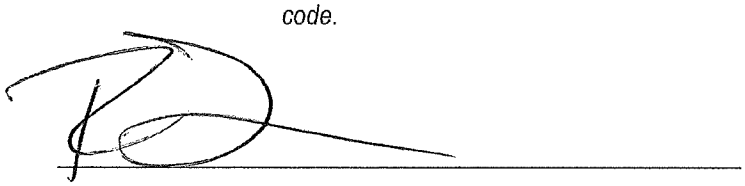
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

ROBERT SZUREK PRODUCT SUPPORT REP.

TYPE/PRINT NAME AND TITLE:

16 AUGUST 2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President of~~ AN EMPLOYEE of WAUKESHA PEARCE, 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 PRODUCT SUPPORT REPRESENTATIVE

Subscribed and sworn to me this 16 day of AUG 2023.

By:

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.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

16 AUGUST 2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY): 3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : Gemini Insurance Company	10833
INSURER E :	
INSURER F :	

INSURED
1488010
Waukesha-Pearce Industries, LLC
12320 South Main Street
Houston TX 77035

COVERAGES **CERTIFICATE NUMBER:** 17450826 **REVISION NUMBER:** XXXXXXX

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	Y	Y	HDO G47355606	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A D	AUTOMOBILE LIABILITY	Y	Y	ISA H1076452A GVE100309401	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR	Y	Y	G7251449A 003	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	WLR C5073433A (AOS) WLR C50734419 (AK/AZ/CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17450826

City of Edinburg
Attn.: City Manager
415 W. University Drive
Edinburg TX 78539

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

Proposed Labor Rates City of Edinburg Generator PM Contract

Regular Time 129.00 Per Hour

O/T 189.00 Per Hour

Parts Discount of at least 10 percent off listed prices

THE CITY OF Edinburg

BID 2023-31 - Bi-Annual Maintenance Services Agreement for City-Wide Generators

Opening Date: Tuesday, August 22, 2023

				Bidder: Waukesha-Pearce Ind
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	$1,283.28
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	$1,005.15
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	$1,899.44
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	$1,899.44
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	$1,275.38
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	$1,214.76
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	$1,128.84
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	$1,714.61
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	$1,227.98
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	$2,394.42
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	$1,079.12
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	$1,162.16
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	$1,407.14
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	$1,156.60
FS6	Fire Communication Tower South - Kohler, 49KW, Model #5ORZ, Serial No. 624869	1	Each	$985.24
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	$1,666.47
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	$1,748.60
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	$1,943.10
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	$2,951.32
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	$997.71
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	$2,106.32
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	$2,004.12
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	$3,031.04
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	$2,787.89
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	$3,379.72
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	$4,648.12
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	$1,479.72
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	$1,079.42

WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	$1,359.52
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	$1,218.39
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	$1,218.39
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	$823.12
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	$938.62
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	$981.12
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	$1,230.64
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	$1,230.64
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	$1,230.64
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	$1,230.64
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	$1,230.64
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	$1,230.64
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	$2,695.52
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	$1,813.95
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	$2,321.82
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	$2,026.32
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	$4,777.95
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	$2,234.62
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	$189.00

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.E.

1. **Agenda Item:**
Consider Awarding Bid No. 2023-32, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Documents Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The bid consists of an estimated annual supply of chemicals that are used for processing within the water and wastewater treatment plants.

Funding will be available within the 2023-2024 Fiscal Year - Water and Wastewater Plant Operating Budget.
Utility Fund / Water and Wastewater Plant / Chemicals-Medical & Lab Account.

On Tuesday, August 22, 2023, bids were opened for Bid No. 2023-32, Annual Plant Chemicals. Ten (10) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2023-32, Annual Plant Chemicals to the lowest bidder per line item on a per unit price.

Below is the list of vendors with the lowest bid per line item on a per unit price:

Item No. 1 - NSF Chlorine Gas (Ton Cylinder): $2,399.40 per Ton
Award to DPC Industrial, Inc., Lowest Bidder

Item No. 2 - NSF Chlorine Gas (150 lbs Cylinders): $256.41 per 150 lbs Cylinder
Award to DPC Industrial, Inc., Lowest Bidder

Item No. 3 - NSF Liquid Aluminum Sulfate/Polymer/Cooper Sulfate Blend: $0.128 per Lb
Award to Chemtrade Chemicals US LLC, Lowest Bidder

Item no. 4 - Liquid Ammonium Sulfate (LAS): $0.149 per Lb
Award to Chemtrade Chemicals US LLC, Lowest BidderItem

No. 5 - Sodium Chlorite w/Service Maintenance Contract: $0.924 per Lb
Award to Evoqua Water Technologies LLC, Lowest Bidder

Item No. 6 - Copper Sulfate (Large Crystals) (Bulk Order): $2.13 per Lb
Award to AmChem, Lowest Bidder

Item No. 7 - Water Treatment Plant Belt Filter Press Polymer: $814.50
Award to Polydyne Inc., Lowest BidderItem

No. 8 - Wastewater Treatment Plant Belt Press Polymer: $841.50
Award to Polydyne Inc., Lowest Bidder

These chemicals are necessary for the proper treatment and disinfection of water & wastewater.

3. Staff's Recommendation:

Award Bid No. 2023-32 - Annual Plant Chemicals to the lowest bidder per line item on a per unit price and execute any related documents thereto.

Reviewed by:

Prepared by:
Gerardo Carmona Jr.
P.E.
Director of Utilities

Attachments:

A. Bid Tabulation
B. Notice to Bidders
C. DPC Industries, Inc. Agreement
D. Chemtrade Chemicals US LLC
E. Evoqua Water Technologies, LLC Agreement
F. Amchem Agreement
G. Polydyne, Inc., Agreement
H. Bidders List

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

STATE OF TEXAS	§	**CONTRACT FOR BID NO. 2023-32 ANNUAL PLANT CHEMICALS BETWEEN THE CITY OF EDINBURG AN DPC INDUSTRIES, INC. – CHLORINE GAS TON CYLINDER AND 150 LBS CYLINDER**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **DPC Industries, Inc**. (hereinafter called "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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 the services and materials ("Materials"), as stated in this agreement and Bid No. 2023-32 attached as **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to **Bid #2023-32.**

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 Materials.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall provide the Materials described in **Exhibits "A".**

B. Contractor 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 Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. 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 and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. 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.

E. 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 and materials provided 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.

F. 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 and materials provided furnished under this Agreement.

G. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in **Exhibit A**.

B. Contractor shall submit all invoices to City in the manner specified herein. 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 Materials 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 Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials 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 Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; 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 and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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.

SECTION VI
TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2022-59 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials 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 Materials provided 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.

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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. 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.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. 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 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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Materials provided 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, 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. 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 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 Contractor:

DPC Industries, Inc.
Cooper Davis
5245 Sun Belt
Sarasota, TX 78408
Phone: (361) 790-8939

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 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 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 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 Materials 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 Materials 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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

DPC INDUSTRIES, INC

BY:_____
Cooper Davis
5245 Sun Belt
Sarasota, TX 78408
Phone: (361) 790-8939

Attachments: Exhibit "A", Proposal
"B", Certificate of Insurance & 1295

EXHIBIT “A” – BID

AGREEMENT
BETWEEN CITY OF EDINBURG
AND DPC INDUSTRIES, INC

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm
Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, September 1, 2023

DPC Industries, Inc. Proposal

CONTACT INFORMATION

Company:
DPC Industries, Inc.

Email:
cdavis@dxgroup.com

Contact:
Cooper Davis

Address:
5245 Sunbelt
Corus Christi, TX 78408

Phone:
N/A

Website:
N/A

Submission Date:
Aug 22, 2023 11:10 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 22, 2023 10:30 AM by Cooper Davis

QUESTIONNAIRE

1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

THE ATTACHED FORM WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

2023_BID_General_Conditions_for_Plant_Chemicals.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

City_of_Edinburg_COI.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

2023_Bid_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

2023_BID_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

2023_CONFLICT_OF_INTEREST_completed.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

2023_BID_HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

2023_BID_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

2023_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

2023_BID_CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_completed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

2023_Edinburg_TX_Bid_2023-032_Form_1295-CIQ_Completed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)	$2,399.40	$419,895.00	
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)	$256.41	$8,974.35	
3		lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	No Bid	No Bid	X
4		lbs	Liquid Ammonium Sulfate (LAS)	No Bid	No Bid	X
5		lbs	Sodium Chlorite w/Service Maintenance Contract	No Bid	No Bid	X
6		lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	No Bid	No Bid	X
7		drums	Water Treatment Plant Belt Filter Press Polymer	No Bid	No Bid	X
8		drums	Wastewater Treatment Plant Belt Press Polymer	No Bid	No Bid	X
TOTAL					$428,869.35	

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: August / 21st / 2023

AUTHORIZED SIGNATURE: Cooper Davis

TITLE: RGV TERRITORY MANAGER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	DX HOLDING COMPANY, INC.
Endorsement Effective Date:	5/1/2023

SCHEDULE

Insurance Company:	ZURICH AMERICAN INSURANCE COMPANY
Policy Number: BAP 0281372-06	**Effective Date:** 5/1/2023
Expiration Date: 5/1/2024	
Named Insured:	DX HOLDING COMPANY, INC.
Address:	300 JACKSON HILL STREET HOUSTON, TX 77007
Additional Insured (Lessor):	ALL LESSORS
Address:	
Designation Or Description Of "Leased Autos":	ALL LEASED AUTOS

© Insurance Services Office, Inc., 2011

Coverages	Limit Of Insurance
Covered Autos Liability	$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus $1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus $1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

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.

E. 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.

F. 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:

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.

G. 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.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. 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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM, 5/1/2023

Forms a part of Policy No:

Issued to:DX Holding Company Inc

By:AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B AND E ADDITIONAL INSURED –
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of **your work**; or

B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Blanket as required by written contract or written agreement

Trinity River Authority of Texas Central Region Waste Water Systems City of Lubbock

City of Roseville

City of Orlando

City of Escondido

Hoyer-Odfjell Thermal Sewer Bulk Transportation, Inc. Union

Pacific Railroad Company

Penske Truck Rental

City of Grand Prairie,
326 W. Main Street, Grand Prairie, TX 75050 Ph: 972-237-8271

ENDORSEMENT NO. 10

This endorsement, effective 12:01 AM, 5/1/2023

Forms a part of Policy No:

Issued to:DX Holding Company Inc

By:AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

City of Cedar Rapids,
Purchasing Services Department, 101 1st Street SE, Cedar Rapids, IA 52401
Agreement # REQ #130090 – Liquid Chlorine Bulk

City of Los Angeles
Department of Water and Power
P.O. Box 51111, Room 1114
Los Angeles, CA 90051-0100

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 5/1/2023

Forms a part of Policy No:

Issued to: DX Holding Company Inc

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:
Blanket where required by written contract or agreement

The Las Vegas Valley Water District, it's members and affiliated companies, successors and assigns, including their directors, officers and employees individually and collectively within the scope of their employment
Agreement # REQ #130090 – Liquid Chlorine Bulk

City of Los Angeles
Department of Water and Power
P.O. Box 51111, Room 1114
Los Angeles, CA 90051-0100

Board of Regents of the University of Texas System ("Board") and The University of Texas at Arlington ("University"),

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

94283 (3/07)
CI3021

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS 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 FOR THAT PERSON AND/OR ORGANIZATION

© **1983 National Council on Compensation Insurance.**

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: DPC INDUSTRIES, INC.
(Full, correct legal name)

- Address: 5245 SUNBELT
  CORPUS CHRISTI, TX. 78408

- Telephone/Fax: 361-289-6947 361-289-7709 Fax
- Email address: cdavis@dxgroup.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? HOUSTON, TEXAS

5. a. Does the Company have an office located in Edinburg, Texas?
4.

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: Cooper Davis
Address: 5245 SUNBELT CORPUS CHRISTI, TX. 78408
Telephone: 361-289-6947
Fax: 361-289-7709
Email: cdavis@dxgroup.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.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: August 21st, 2023

Company/Vendor Name: DPC INDUSTRIES, INC.

Printed Name and Title: Cooper Davis RGV TERRITORY MANAGER

Authorized Signatory: Cooper Davis

HOUSE BILL 89 VERIFICATION

I, Cooper Davis, the undersigned representative of

DPC INDUSTRIES, 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.

Cooper Davis

SIGNATURE OF COMPANY REPRESENTATIVE:

Cooper Davis RGV TERRITORY MANAGER

TYPE/PRINT NAME AND TITLE:

August 21st, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Cooper Davis, the undersigned representative of

DPC INDUSTRIES, 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.

Cooper Davis

SIGNATURE OF COMPANY REPRESENTATIVE:

Cooper Davis RGV TERRITORY MANAGER

TYPE/PRINT NAME AND TITLE:

August 21st, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of

_____, (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:

_____

TYPE/PRINT NAME AND TITLE:

_____

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Kurt R. Filer, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of DPC Industries, 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 Kurt R. Filer

Title President, DPC Industries, Inc.

Subscribed and sworn to me this 21st day of August 2023.

By: Beverley S. Bates

Beverley S. Bates

Notary Public

BEVERLEY S. BATES
Notary Public, State of Texas
Comm. Expires 02-06-2027
Notary ID 12446160-0

My Commission Expires: 02/06/2027

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.**

DPC Industries, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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 Kurt R. Filer, President
DPC Industries, Inc.
Signature of vendor doing business with the governmental entity

Kurt R. Filer

08-21-2023
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.

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

EXHIBIT “B” – CERTIFICATE OF INSURANCE AND 1295

AGREEMENT BETWEEN CITY OF EDINBURG AND DPC INDUSTRIES, INC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
2929 Allen Parkway, Suite 2500
Houston, TX 77019

CN102106122-DX-GAWU-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : Zurich American Insurance Company of Illinois	27855
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DPC Industries, Inc.
5245 Sunbelt
Corpus Christi, TX 78408

COVERAGES **CERTIFICATE NUMBER:** HOU-003864054-07 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY**	X		14260719-05	05/01/2023	05/01/2024	EACH OCCURRENCE	$	1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	**AUTOMOBILE LIABILITY**			BAP-0281372-06	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	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)	$	
								$	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$	
	☐ DED ☐ RETENTION $							$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC-0281374-06	05/01/2023	05/01/2024	X PER STATUTE ☐ OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. 2022-20.

The Certificate Holder is/are included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

City of Edinburg
c/o City Secretary
415 West 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

Marsh USA Inc.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1062389

Date Filed:
08/21/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DPC Industries, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid # 2023-032
Water Plant Chemicals / Chlorine

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Nicholson, Timothy F.	Detroit, MI United States	X	
Nicholson, David A.	Detroit, MI United States	X	
Daniel, Jeffrey A.	Detroit, MI United States	X	
Filer, Kurt R.	Houston, TX United States	X	
Taub, Jonathan S.	Detroit, MI United States	X	
Bulatovic, Milisav M.	Detroit, MI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kurt R. Filer, and my date of birth is 08/25/63.

My address is 300 Jackson Hill Street (street), Houston (city), TX (state), 77007 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 21st day of August (month), 2023 (year).

Kurt R. Filer

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**CONTRACT FOR BID NO. 2023-32 PLANT ANNUAL CHEMICALS BETWEEN THE CITY OF EDINBURG AND CHEMTRADE CHEMICALS US LLC - ALUM & LAS**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Chemtrade Chemicals US LLC** (hereinafter called "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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 the services and materials ("Materials"), as stated in this agreement and Bid No. 2023-32 attached as **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to Bid #2023-32.

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 Materials.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall provide the Materials described in **Exhibits "A".**

B. Contractor 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 Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. 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 and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. 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.

E. 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 and materials provided 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.

F. 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 and materials provided furnished under this Agreement.

G. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in **Exhibit A**.

B. Contractor shall submit all invoices to City in the manner specified herein. 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 Materials 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 Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials 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 Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; 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 and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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.

SECTION VI
TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2022-59 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials 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 Materials provided 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.

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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. 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.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. 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 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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Materials provided 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, 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. 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 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 Contractor:

Chemtrade Chemicals US LLC
Elizabeth Ryno
90 East Hasley Road
Suite 200
Parsippany, NJ 07054
Phone: (800) 441-2659

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 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 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 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 Materials 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 Materials 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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

CHEMTRADE CHEMICALS US LLC

BY:_____
Elizabeth Ryno
90 East Halsey Road
Parsippanny, NJ 07054
Phone: (800) 441-2659

Attachments: Exhibit "A", Proposal
"B", Certificate of Insurance & 1295

EXHIBIT “A” – BID

AGREEMENT
BETWEEN CITY OF EDINBURG
AND CHEMTRADE CHEMICALS US LLC

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm
Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, September 1, 2023

Chemtrade Chemicals US LLC Proposal

CONTACT INFORMATION

Company:
Chemtrade Chemicals US LLC

Email:
bids@chemtradelogistics.com

Contact:
Elizabeth Ryno

Address:
90 East Halsey Road
Suite 200
Parsippany, NJ 07054

Phone:
(800) 441-2659

Website:
www.chemtradelogstics.com

Submission Date:
Aug 17, 2023 12:40 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 17, 2023 11:59 AM by Parul Kachhia-Patel

QUESTIONNAIRE

1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

THE ATTACHED FORM WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

General_Conditions.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Insurance_2023-24.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

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 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 HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

Form_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Form_13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Form_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Aff.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

CIQ_form.pdf2023_-_Edinburg,_TX_Bid_2023-32_Chemicals.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1		Tons	NSF Chlorine Gas (Ton Cylinders)	No Bid	No Bid	X
2		Cyls	NSF Chlorine Gas (150 lb. Cylinders)	No Bid	No Bid	X
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	$0.128	$460,800.00	
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)	$0.149	$98,489.00	
5		lbs	Sodium Chlorite w/Service Maintenance Contract	No Bid	No Bid	X
6		lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	No Bid	No Bid	X
7		drums	Water Treatment Plant Belt Filter Press Polymer	No Bid	No Bid	X
8		drums	Wastewater Treatment Plant Belt Press Polymer	No Bid	No Bid	X
TOTAL					**$559,289.00**	

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 08 / 09 / 2023

AUTHORIZED SIGNATURE: Elizabeth Ryno

ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CHEMTRADE CHEMICALS US LLC
(Full, correct legal name)

- Address: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054
- Telephone/Fax: 800-441-2659 / 973-515-4461
- Email address: bids@chemtradelogistics.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X_ No____

4. Where is the Company's corporate headquarters located? PARSIPPANY, NJ

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No_X_

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 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. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: ELIZABETH RYNO, MARKETING SPECIALIST
Address: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
Telephone: 800-441-2659
Fax: 973-515-4461
Email: bids@chemtradelogistics.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.
GENERAL CHEMICAL CORPORATION / GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One (YES) NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.ChemtradeLogistics.com

August 17, 2023

City of Edinburg, TX
BID NO: 2023-32 / Annual Plant Chemicals
BID OPENING: August 22, 2023 @ 3:30 p.m.

Litigation Disclosures

Question 1

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. All the aforementioned actions have been resolved without any admission of liability or guilt and are no longer pending.

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively and have not been associated with the company since that time."

Question 3

- General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. All the aforementioned actions have been resolved without any admission of liability or guilt and are no longer pending.

  General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled

CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.ChemtradeLogistics.com

guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively and have not been associated with the company since that time."

- Terry and Carolyn Bodiford vs. Chemtrade Chemicals US LLC [and approximately 50+ other defendants], February 19, 2019 - Madison County, 3rd Judicial Circuit Court, IL. Plaintiffs allege that the exposure to asbestos resulted in Mr. Bodiford's mesothelioma. Chemtrade's connection to the case was unclear and the case was dismissed July 22, 2021.

- Thorold Park Redevelopment Inc. and General Chemical Performance Products, LLC (now known as Chemtrade Chemicals US LLC), January 10, 2014 - Ontario Superior Court of Justice. Plaintiff claimed that Chemtrade's Thorold, ON alum plant's pond leached on to neighboring land. This matter has been settled and the lawsuit dismissed.

- Lisa Hart, Preston Hart (deceased) et al v. General Chemical Performance Products LLC (now known as Chemtrade Chemicals US LLC) et al [about 30 defendants named], December 17, 2013 - Alameda County Superior Court, California. Asbestos claim. Case dismissed May 5, 2015.

- James and Heather Harrington vs. Chemtrade Chemicals US LLC [and other defendants], filed December 22, 2021 – State Court of Gwinnett County, State of Georgia. Plaintiffs allege that Mr. Harrington's chemical burns were a result of Chemtrade's negligence. There has been no finding of negligence on Chemtrade's part. Case is pending.

- Herbert Herring vs. Chemtrade Chemicals US LLC [and other defendants], filed January 27, 2023 – St. Clair County Court, State of Illinois. Plaintiff alleges that his exposure to asbestos was from his father, who is alleged to be a former chemical worker at General Chemical (now Chemtrade Chemicals US LLC) plant in Washington Park, IL. There is no evidence of Plaintiff's father's employment with General Chemical and Chemtrade's connection to the case is still unclear. Case is pending.

- Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V., September 23, 2016 - Superior Court of Gwinnett County, Georgia. Chemtrade [as plaintiff] filed for damages relating to breach of contract. Case still pending.

- Other non-material litigation, administrative proceedings, arbitrations or processes ("Litigation") are in the ordinary course of Chemtrade's business. None of these Litigation matters have a material adverse impact on ability to carry out its obligations under the applicable bid, if awarded the contract.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Elizabeth Ryno
Marketing Specialist

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:

AUGUST 9, 2023

Company/Vendor Name:

CHEMTRADE CHEMICALS US LLC

Printed Name and Title:

ELIZABETH RYNO, MARKETING SPECIALIST

Authorized Signatory:

Elizabeth Ryno

HOUSE BILL 89 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.*

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ NEW JERSEY

COUNTY OF ~~HIDALGO~~ MORRIS

ELIZABETH RYNO, being first duly sworn, deposes and says that: *(Name)*

MARKETING SPECIALIST

(1) ~~He is President~~ He is of CHEMTRADE CHEMICALS US 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 Elizabeth Ryno

ELIZABETH RYNO

Title MARKETING SPECIALIST

Subscribed and sworn to me this 9 day of AUGUST 20 23.

By: Christine LaSala

Notary Public

Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152901
My Commission Expires 3/4/2026

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.**

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE EXISTS

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 Elizabeth Reyna

Signature of vendor doing business with the governmental entity

8/16/2023

Date

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)	NO BID	
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)	NO BID	
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	*$0.128	*460,800.00
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)	$0.149	$98,489.00
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract	NO BID	
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	NO BID	
7	20	drums	Water Treatment Plant Belt Filter Press Polymer	NO BID	
8	100	drums	Wastewater Treatment Plant Belt Press Polymer	NO BID	
TOTAL					$559,289.00

*PLEASE NOTE THE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION 91012

DELIVERY TIME: 3 - 5 DAYS A.R.O.

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 08 / 09 / 2023

AUTHORIZED SIGNATURE: Elizabeth Ryno

ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
9830 Colonnade Blvd, Suite 410
San Antonio, TX 78230

CN102200184-STND-GAWUL-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Liberty Mutual Insurance Company	23043
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
Chemtrade Holdco US Inc
90 E Halsey Road
Parsippany, NJ 07054

COVERAGES **CERTIFICATE NUMBER:** HOU-003201905-22 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			AGN 5700000-13	05/01/2023	05/01/2024	EACH OCCURRENCE	$	4,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X SIR: $1,000,000						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			AS1-B71-072790-063 AOS	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
B	X ANY AUTO			AS1-B71-072790-073 CA	05/01/2023	05/01/2024	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 $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WA2-B7D-072790-083 AOS	05/01/2023	05/01/2024	X PER STATUTE [ ] OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC2-B71-072790-013 WI	05/01/2023	05/01/2024	E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
City of Edinburg is included as additional insured (except Workers Compensation) where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 West 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

Marsh USA LLC

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CHEMTRADE CHEMICALS US LLC
(Full, correct legal name)

- Address: 90 EAST HALSEY ROAD, SUITE 200
  PARSIPPANY, NJ 07054
- Telephone/Fax: 800-441-2659 / 973-515-4461
- Email address: bids@chemtradelogistics.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X_ No____

4. Where is the Company's corporate headquarters located? PARSIPPANY, NJ

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No_X_

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 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. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: ELIZABETH RYNO, MARKETING SPECIALIST
Address: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054
Telephone: 800-441-2659
Fax: 973-515-4461
Email: bids@chemtradelogistics.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.
GENERAL CHEMICAL CORPORATION / GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One (YES) NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.ChemtradeLogistics.com

August 17, 2023

City of Edinburg, TX
BID NO: 2023-32 / Annual Plant Chemicals
BID OPENING: August 22, 2023 @ 3:30 p.m.

Litigation Disclosures

Question 1

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. All the aforementioned actions have been resolved without any admission of liability or guilt and are no longer pending.

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively and have not been associated with the company since that time."

Question 3

- General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. All the aforementioned actions have been resolved without any admission of liability or guilt and are no longer pending.

  General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461
www.ChemtradeLogistics.com

guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively and have not been associated with the company since that time."

- Terry and Carolyn Bodiford vs. Chemtrade Chemicals US LLC [and approximately 50+ other defendants], February 19, 2019 - Madison County, 3rd Judicial Circuit Court, IL. Plaintiffs allege that the exposure to asbestos resulted in Mr. Bodiford's mesothelioma. Chemtrade's connection to the case was unclear and the case was dismissed July 22, 2021.

- Thorold Park Redevelopment Inc. and General Chemical Performance Products, LLC (now known as Chemtrade Chemicals US LLC), January 10, 2014 - Ontario Superior Court of Justice. Plaintiff claimed that Chemtrade's Thorold, ON alum plant's pond leached on to neighboring land. This matter has been settled and the lawsuit dismissed.

- Lisa Hart, Preston Hart (deceased) et al v. General Chemical Performance Products LLC (now known as Chemtrade Chemicals US LLC) et al [about 30 defendants named], December 17, 2013 - Alameda County Superior Court, California. Asbestos claim. Case dismissed May 5, 2015.

- James and Heather Harrington vs. Chemtrade Chemicals US LLC [and other defendants], filed December 22, 2021 – State Court of Gwinnett County, State of Georgia. Plaintiffs allege that Mr. Harrington's chemical burns were a result of Chemtrade's negligence. There has been no finding of negligence on Chemtrade's part. Case is pending.

- Herbert Herring vs. Chemtrade Chemicals US LLC [and other defendants], filed January 27, 2023 – St. Clair County Court, State of Illinois. Plaintiff alleges that his exposure to asbestos was from his father, who is alleged to be a former chemical worker at General Chemical (now Chemtrade Chemicals US LLC) plant in Washington Park, IL. There is no evidence of Plaintiff's father's employment with General Chemical and Chemtrade's connection to the case is still unclear. Case is pending.

- Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V., September 23, 2016 - Superior Court of Gwinnett County, Georgia. Chemtrade [as plaintiff] filed for damages relating to breach of contract. Case still pending.

- Other non-material litigation, administrative proceedings, arbitrations or processes ("Litigation") are in the ordinary course of Chemtrade's business. None of these Litigation matters have a material adverse impact on ability to carry out its obligations under the applicable bid, if awarded the contract.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Elizabeth Ryno
Marketing Specialist

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:

AUGUST 9, 2023

Company/Vendor Name:

CHEMTRADE CHEMICALS US LLC

Printed Name and Title:

ELIZABETH RYNO, MARKETING SPECIALIST

Authorized Signatory:

Elizabeth Ryno

HOUSE BILL 89 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, ELIZABETH RYNO, the undersigned representative of

CHEMTRADE CHEMICALS US 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.*

Elizabeth Ryno

SIGNATURE OF COMPANY REPRESENTATIVE:

ELIZABETH RYNO, MARKETING SPECIALIST

TYPE/PRINT NAME AND TITLE:

AUGUST 9, 2023

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ NEW JERSEY

COUNTY OF ~~HIDALGO~~ MORRIS

ELIZABETH RYNO, being first duly sworn, deposes and says that: *(Name)*

MARKETING SPECIALIST

(1) ~~S~~He is ~~President~~ of CHEMTRADE CHEMICALS US 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 Elizabeth Ryno

ELIZABETH RYNO

Title MARKETING SPECIALIST

Subscribed and sworn to me this 9 day of AUGUST 20 23.

By: Christine LaSala

Notary Public

Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152901
My Commission Expires 3/4/2028

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.**

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE EXISTS

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 Chalette Ryno

Signature of vendor doing business with the governmental entity

8/16/2023

Date

CHEMTRADE

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel: Lisa Brownlee: Paul Peters: Elizabeth Ryno: Leilina Gossa: Christine LaSala: Delana Peralta: Michele Schroeher: Marie-Josee Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 21st day of February, 2023

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereof in full force and effect:

> RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 21st day of February, 2023.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

CHEMTRADE

Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

ORDER CONTACT, EMERGENCY CONTACT AND TECHNICAL SERVICE INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Jackie Prosser
Phone : 1-844-204-9675
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

After normal business hours, for emergencies *and orders please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.*

For Technical Service please call (315) 478-2323 or visit our website at: http://www.chemtradelogistics.com

Corporate/Sales Office
Chemtrade Chemicals US LLC.
90 East Halsey Road
Parsippany, NJ 07054

Paul Peters, Business Manager
Phone: (256) 318-4452
Email:
Ppeters@chemtradelogisics.com

Robert Naranjo, Sales Acct Manger
Phone: 360) 440-0293
Email:
rnaranjo@chemtradelogistics.com

Michele Schroeher, Business Manager
Phone: (973) 515-1841
Email:
mschroeher@chemtradelogistics.com

For Bid/Contract Information:
Elizabeth Ryno
Phone: (800) 441-2659
Direct: (973) 515-1858
Fax: 973-515-4461
bryno@chemtradelogistics.com
BIDS@chemtradelogistics.com

CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

Emergency Delivery Plan
Chemtrade Chemicals US LLC

Chemtrade is fully prepared, and possesses the necessary resources, to support municipal customers under conditions that may require extraordinary measures. We take both *preventative measures and a comprehensive back-up procedure* have been implemented to assure that alum requirements are fully satisfied, even in the unlikely event of a disaster.

In order to prepare for any potential disruption in service, Chemtrade has implemented the following preventative measures to assure that our customer's requirements are always satisfied:

- Chemtrade maintains key raw material inventory levels of aluminum hydrate and sulfuric acid on site at all times. In the unlikely event of a raw material transportation delay, products can be produced from raw materials on site providing, on average 15-day alum supply. Back-up trucking of key raw materials from one of Chemtrade's alternate production facilities (over 30 in North America, back-up facilities typically within 300 miles of a customer's location) will allow for an uninterrupted supply line to the customer.
- Chemtrade maintains our manufacturing plants finished goods inventory as close to capacity as possible. Storage of finished product on average provides additional day's alum supply.
- The above referenced raw material management and finished inventory storage, allows Chemtrade to supply product demand to all customers for a full 3 weeks.
- All critical or long lead-time spare parts for manufacturing equipment are maintained on site. Other spare parts are within a 24-hour reach of each plant. In the event of equipment malfunction, all necessary items will be on hand and available within 24 hours.

Disruption of Product, Power Outages, Sources of Supply, Strike:
In addition to the above preventative measures, Chemtrade will also implement the following procedure in the unlikely event of a disaster resulting in complete shutdown of operations:

1. Material will be initially supplied from storage providing a minimum 5-day supply, even during worst-case peak scenarios.
2. One local back-up plant is located within 300 miles of your facilities, will supply material as required, within 24 hours, to either the customer or to Chemtrade's storage tanks. Shipments from back-up plants will begin immediately to assure that the customer's supply is never interrupted.

Summary:
Chemtrade Chemicals US LLC (formerly General Chemical) has been producing alum in North America since 1912. The NSF and ISO-9002 certification of our entire network of over 30 manufacturing plants and technical resources ensure that Chemtrade will consistently service our municipal customers with the highest level of quality and technical service available in the industry. Chemtrade's 24-hour customer service, and back-up production facilities provide for the most comprehensive and dependable service even in the event of unforeseen emergencies.

Water Chemical Group

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Phone: 800-441-2659
Suite 200
Fax: 973-515-4461

EMERGENCY CHEMICAL SPILL INFORMATION

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night:

United States:	CHEMTREC - 1-800-424-9300
Canada:	CANUTEC - 1-613-996-6666
Chemtrade Emergency Contact:	(866) 416-4404
National Response Center:	(800) 424-8802 (US)

In the event of a chemical spill during transport or unloading, it should be reported to Chemtrec. 24 hours a day, 7 days a week. Chemtrec will then notify Chemtrade (24/7). Chemtrade Chemicals has a corporate agreement with Chemtrec. For reference, our corporate account number with them is CCN9322. Furthermore, Chemtrade maintains a Technical Service Group that would provide assistance during a transportation related spill or emergency.

Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Water Treatment Group

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of the following products produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA standard as indicated.

Ammonium Sulfate:	B302-16
Clar+Ion®:	B403-16

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno
Marketing Specialist

AWWA multiple products

Clar+Ion® 91012
PRODUCT DATA SHEET

CHARACTERISTICS

Clar+Ion® 91012 is a clear, blue colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture	
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)	
	pH (neat)	2.4 - 2.7
	Specific Gravity @ 21°C (70°F)	1.30
	Freezing Point (approx.)	-16°C (3°F)
	Density, lbs./gal., US	10.84
	Aluminum as Al, %	4.1 - 4.3
	Aluminum as Al_2O_3, %	7.7 - 8.2
	Copper (II) Sulfate Pentahydrate, %	0.4 - 0.6
	Soluble Cupric Iron (Cu^{+2}), %	0.10 - 0.15

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:
Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5111P

Revision Date: April 22, 2022

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Clar+Ion® 91012

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/09/2017 Date of Issue: 05/05/2015 Version: 3.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® 91012

Product Code: EPA Registration #: 83918-6

Intended Use of the Product

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1	H290
Eye Dam. 1	H318
Aquatic Acute 3	H402
Aquatic Chronic 3	H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :



GHS05

Signal Word : Danger

Hazard Statements : H290 - May be corrosive to metals.
H318 - Causes serious eye damage.
H402 - Harmful to aquatic life.
H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements : P234 - Keep only in original container.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a POISON CENTER or doctor.
P390 - Absorb spillage to prevent material damage.
P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	48 - 68	Not classified
Sulfuric acid, aluminum salt (3:2)†	(CAS No) 10043-01-3	30 – 50	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Quaternary Ammonium Polymer**	(CAS No) Proprietary	< 1.0	Aquatic Chronic 3, H412
Sulfuric acid, copper(2+) salt (1:1), pentahydrate	(CAS No) 7758-99-8	< 1.0	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

†As $Al_2(SO_4)_3 \bullet 14H_2O$ (Dry Aluminum Sulfate)

**The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200].

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable.

Explosion Hazard: Product is not explosive.

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides. Carbon oxides (CO, CO_2). Ammonia.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Collect spillage. Absorb and contain with inert material. Place contents in suitable container for disposal.

Methods for Cleaning Up: Absorb and/or contain spill with inert material, then place in suitable container. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Section 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer and handling.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. May be corrosive to metals.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective goggles. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved air-purifying or supplied-air respirator where airborne concentrations of vapor or mist are expected to exceed exposure limits.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear, blue
Odor	:	Not available
Odor Threshold	:	Not available
pH	:	2.4 - 2.7
Evaporation Rate	:	Not available
Melting Point	:	-16 °C (3.2 °F)
Freezing Point	:	Not available
Boiling Point	:	Not available
Flash Point	:	Not flammable
Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Relative Density	:	Not available
Specific Gravity	:	1.29 - 1.3
Solubility	:	100%
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Hazardous Decomposition Products: None known.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg
Quaternary Ammonium Polymer	
LD50 Oral Rat	3000 mg/kg
Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects Not available

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS:

	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	**Marine Pollutant :** No	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant**: N/A
Emergency Response	**ERG Number :** 171	**ERAP Index:** Not applicable	**EMS:** F-A, S-B	**ERG code (IATA):** 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Quaternary Ammonium Polymer	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+Ion® 91012
Immediate (acute) health hazard

US TSCA Flags

Chemical Name (CAS No.)	US TSCA Flags/ Other Information
Quaternary Ammonium Polymer	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e, Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C))

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Quaternary Ammonium Polymer	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No U.S. - New Jersey - Right to Know Hazardous Substance List - No U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No U.S. - Pennsylvania - RTK (Right to Know) List - No
Quaternary Ammonium Polymer

U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL as (7758-98-7)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Quaternary Ammonium Polymer

Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Quaternary Ammonium Polymer	Yes	No	Yes	No	No	No	No	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)* Anhydrous form is listed on TSCA (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Quaternary Ammonium Polymer	Yes	Yes	No	No	No	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/09/2017

Revision Summary

Section	Change	Date Changed
3	Language modified	05/09/2017
4	Language modified	05/09/2017
5	Language modified	05/09/2017
8	Language modified	05/09/2017

9	Language modified	05/09/2017
11	Data modified	05/09/2017
14	Language modified	05/09/2017
16	Data modified	05/09/2017

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

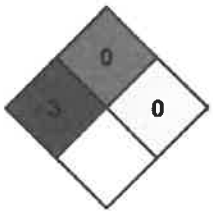
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
ISHL - Japan Industrial Safety and Health Law
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals

EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care® Our commitment to sustainability. Gestion responsable™ Notre engagement envers le développement durable.

Chemtrade NA GHS SDS 2015

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, August 09, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemtrade+&TradeName=91012&PlantState=Texas+TX&PlantCountry=UNITED+STATES&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly
General Chemical LLC)
155 Gordon Baker Road
Suite 300
Toronto, ON M2H 3N5
Canada
866-887-8805
416-496-5856
Visit this company's website
(http://www.chemtradelogistics.com)

Facility : Odem, TX

Polymer Blends

Trade Designation	*Product Function*	*Max Use*
Clar+Ion® 91012[AL] [CP]	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

Liquid Ammonium Sulfate
PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate	
C.A.S.	7783-20-2 (Ammonium sulfate)	
	pH (neat)	3.0 - 7.0
	Specific Gravity @ 21°C (70°F)	1.216 - 1.228
	Freezing Point	Less than -12°C (10°F)
	Density, lbs./gal., US	10.15 - 10.25
	$(NH_4)_2SO_4$, %	38 - 40
	NH_3 Equivalent, %	9.8 - 10.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport
RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018 Date of Issue: 05/01/2015 Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Statements : H401 - Toxic to aquatic life.

Precautionary Statements : P273 - Avoid release to the environment.
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60[+]	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1[+]	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

[+]The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear, faint yellow to amber colored
Odor	:	Odorless
Odor Threshold	:	Not available
pH	:	3 - 7
Evaporation Rate	:	Not available
Melting Point	:	Not applicable
Freezing Point	:	-12 °C (10.4 °F)
Boiling Point	:	Not available
Flash Point	:	Not available

Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Specific Gravity	:	1.216 - 1.228
Solubility	:	Not available
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])

Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.

Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.

Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)

Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

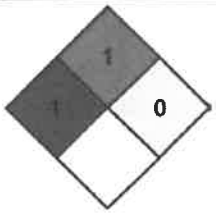
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible

Flammability : 1 Slight Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.


Responsible Care®
Gestion responsable™

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, August 09, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemtrade+&TradeName=ammonium&PlantState=Texas+TX&PlantCountry=UNITED+STATES&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC
(formerly General Chemical LLC)
155 Gordon Baker Road
Suite 300
Toronto, ON M2H 3N5
Canada
866-887-8805
416-496-5856
Visit this company's website
(http://www.chemtradelogistics.com)

Facility : Celina, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Facility : Odem, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

EXHIBIT “B” – CERTIFICATE OF INSURANCE AND 1295

AGREEMENT
BETWEEN CITY OF EDINBURG
AND CHEMTRADE CHEMICALS US LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
9830 Colonnade Blvd, Suite 410
San Antonio, TX 78230

CN102200184-STND-GAWUL-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Liberty Mutual Insurance Company	23043
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
Chemtrade Holdco US Inc
90 E Halsey Road
Parsippany, NJ 07054

COVERAGES **CERTIFICATE NUMBER:** HOU-003201905-22 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			AGN 5700000-13	05/01/2023	05/01/2024	EACH OCCURRENCE	$	4,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X SIR: $1,000,000						MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$	4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
B	AUTOMOBILE LIABILITY			AS1-B71-072790-063 AOS	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
B	X ANY AUTO			AS1-B71-072790-073 CA	05/01/2023	05/01/2024	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 $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WA2-B7D-072790-083 AOS	05/01/2023	05/01/2024	X PER STATUTE [ ] OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N/A			WC2-B71-072790-013 WI	05/01/2023	05/01/2024	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Edinburg is included as additional insured (except Workers Compensation) where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 West 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

Marsh USA LLC

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STATE OF TEXAS	§	**CONTRACT FOR BID NO. 2023-32 ANNUAL PLANT CHEMICALS BETWEEN THE CITY OF EDINBURG AND EVOQUA WATER TECHNOLOGIES, LLC – SODIUM CHLORITE W/SERVICE MAINTENANCE**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Evoqua Water Technologies, LLC** (hereinafter called "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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 the services and materials ("Materials"), as stated in this agreement and Bid No. 2023-32 attached as **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to Bid #2023-32.

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 Materials.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall provide the Materials described in **Exhibits "A".**

B. Contractor 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 Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. 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 and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. 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.

E. 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 and materials provided 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.

F. 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 and materials provided furnished under this Agreement.

G. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in **Exhibit A**.

B. Contractor shall submit all invoices to City in the manner specified herein. 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 Materials 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 Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials 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 Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; 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 and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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.

SECTION VI
TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2022-59 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials 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 Materials provided 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.

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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. 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.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. 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 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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Materials provided 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, 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. 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 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 Contractor:

Evoqua Water Technologies, LLC
Jennifer R. Miller
2650 Tallevast Road
Sarasota, FL 34243
Phone: (941) 359-7930

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 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 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 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 Materials 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 Materials 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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

EVOQUA WATER TECHNOLOGIES, LLC

BY:_____
Jennifer R. Miller
2650 Tallevast Road
Sarasota, FL 34243
Phone: (941) 359-7930

Attachments: Exhibit "A", Proposal
"B", Certificate of Insurance & 1295

EXHIBIT “A” – BID

AGREEMENT
BETWEEN CITY OF EDINBURG
AND EVOQUA WATER TECHNOLOGIES LLC

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, September 1, 2023

Evoqua Water Technologies LLC Proposal

CONTACT INFORMATION

Company:
Evoqua Water Technologies LLC

Email:
municipalservices@evoqua.com

Contact:
Thomas Wilson

Address:
2650 Tallevast Road
Sarasota, FL 34243

Phone:
N/A

Website:
evoqua.com

Submission Date:
Aug 18, 2023 2:28 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 16, 2023 9:41 AM by Heather Taibl

QUESTIONNAIRE

1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

THE ATTACHED FORM WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

General_Conditions_for_Plant_Chemical_-_Completed.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

CITYOFEDINBURGINS.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_-_Completed.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_-_Completed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure_-_Completed.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification_-_Completed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification_-_Completed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification_-_Completed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_-_Completed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

CIQ_-_Completed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1		Tons	NSF Chlorine Gas (Ton Cylinders)	No Bid	No Bid	X
2		Cyls	NSF Chlorine Gas (150 lb. Cylinders)	No Bid	No Bid	X
3		lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	No Bid	No Bid	X
4		lbs	Liquid Ammonium Sulfate (LAS)	No Bid	No Bid	X
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract	$0.924	$226,380.00	
6		lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	No Bid	No Bid	X
7		drums	Water Treatment Plant Belt Filter Press Polymer	No Bid	No Bid	X
8		drums	Wastewater Treatment Plant Belt Press Polymer	No Bid	No Bid	X
TOTAL					**$226,380.00**	

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 8 / 21 / 2023

AUTHORIZED SIGNATURE: 

TITLE: Thomas R. Wilson, P.E. - V.P. & G.M.

Spill Response Procedure
Municipal Services

MS-SRP-003

PURPOSE

The purpose of this procedure is to establish correct guidelines and information for handling an accidental spill or release of chemical. It is intended to be available to all Evoqua employees that are involved in the operation of dosing sites where this chemical is stored.

A copy of this document should be made available at each chemical storage location and kept in a weatherproof container with ease of access for operators and emergency response organizations.

SCOPE

- Provide maximum safety and protection from injury and illness for visitors, and staff.
- Provide care promptly and efficiently to all individuals requiring medical attention in an emergency.
- Provide a logical and flexible chain of command to enable maximum use of resources.
- Maintain and restore essential services as quickly as possible following an emergency incident or disaster.
- Protect property, facilities, and equipment.
- Satisfy all applicable regulatory and accreditation requirements.

RESPONSIBILITY

Evoqua Water Technologies – Municipal Services (EWT – Municipal Services)

EMERGENCY OVERVIEW

Please refer to the SDS for specific details.

MITIGATION

Evoqua conducts initial hazard analysis to identify potential risk to people, property, and environment. This is a standard exercise conducted throughout the duration of every project. Hazard assessments are validated annually.

PREPAREDNESS

Preparedness activities build organization capacity to manage the effects of emergencies.

Incident Command System/National Incident Management System

Evoqua has adopted the principles of Incident Command System/National Incident Management System (ICS/NIMS) for this plan to ensure compatibility with local government response plans and procedures. Evoqua's EHS Manager has a certificate on file for the following courses provided by the Federal Emergency Management Agency (FEMA):

- Introduction to Incident Command System (IS-100),
- National Incident Management System (NIMS) An Introduction (IS-700)

In addition, our EHS Manager maintains a certification in Hazardous Materials Incident Command issued by the International Fire Service Accreditation Congress (IFSAC).

Evoqua's directors and managers have all been trained in the concepts of ICS and NIMS so that they can integrate with Corporate Management and response agencies during an emergency.

Evoqua has established an Incident Management Team (IMT) that is comprised of the following individuals:

- Evoqua EHS Manager
- VP & GM, Municipal Services
- Field Services Director, Municipal Services
- Product Manager, Municipal Services
- Commodity Manager, Municipal Services
- Compliance Specialist, Municipal Services
- Affected Region Managers and Employee(s)

Evoqua employs a system of proactive activities designed to prevent and/or quickly identify chemical system problems that could cause a release. These activities include:

- Location and contact information for medical services and emergency responders as a result of EPCRA reporting compliance
- Leak detection technology designed into the chemical system
- Employee training in system inspection, maintenance, troubleshooting, leak identification, and spill response actions
- Scheduled inspection cycles
- Secondary containment systems
- Customer training that includes a review of the Safety Data Sheet (SDS)

RESPONSE

Each spill/release is a unique event. To address the uniqueness and complexity of these events, Evoqua has developed a set of initial actions that can be quickly implemented to control the release and protect people, property, and the environment.

  - Please use SafeTec as a last resort. This service is designed to support emergency responders by putting them in contact with product subject matter experts, in this case it is the Evoqua IMT.

- Assess, Protect & Report.

  - If all chemical is released into containment (Level 4 EHS Incident):
    - Evacuate non-essential personnel from the immediate area;
    - Establish a safety stand-off zone;
    - Report the event to the Evoqua IMT;
    - Review product SDS for specific clean-up procedures;
    - Arrange for clean-up/disposal;
    - Identify and repair the system failure.

  - Chemical spill is **not** released into containment:

    - Spill is 50 gallons or less (incidental) (Level 4 EHS Incident);
      - Establish a safety stand-off zone;
      - Contain using spill kit materials;
      - Report the event to the Evoqua IMT;
      - Review product SDS for specific clean-up procedures;
      - Arrange for clean-up/disposal;
      - Identify system failure and implement corrective action.

- Spill is more than 50 gallons & on-site emergency responders contain and control the release (Level 3 EHS Incident):
    - Evacuate non-essential personnel from the immediate area;
    - Establish a safety stand-off zone;
    - Report the event to the Evoqua IMT;
    - Contain if safe to do so by damning, diking, or diverting;
    - Review product SDS for specific clean-up procedures;
    - Arrange for clean-up/disposal with Clean Harbors;
    - Arrange for area sampling;
    - Restore area to pre-spill condition
    - Identify system failure and implement corrective action

- Spill is more than 50 gallons & requires external emergency responders (Level 2 or 1 EHS Incident):
    - Evacuate non-essential personnel from the immediate area;
    - Establish a safety stand-off zone;
    - Report the event to the Evoqua IMT;
    - Contain if safe to do so by damning, diking, or diverting;
    - Review product SDS for specific clean-up procedures;
    - Arrange for clean-up/disposal with Clean Harbors;
    - Arrange for area sampling;
    - Restore area to pre-spill condition
    - Identify system failure and implement corrective action.

- The Evoqua IMT will direct response options until local emergency management responds to the scene (if required). The IMT will complete all required reports to regulatory agencies.

RECOVERY
Upon completion of all clean-up activities, Evoqua will restore the site to pre-spill condition. This activity includes sampling and testing that may be required by environmental regulations.

The Evoqua IMT conducts an extensive incident review to identify opportunities for improvement. One product of this review is a Lessons Learned document that is shared across the entire organization.

REPORTING
Evoqua Water Technologies requires that all spills and accidental releases be reported. An internal investigation will be conducted for all reported incidents.

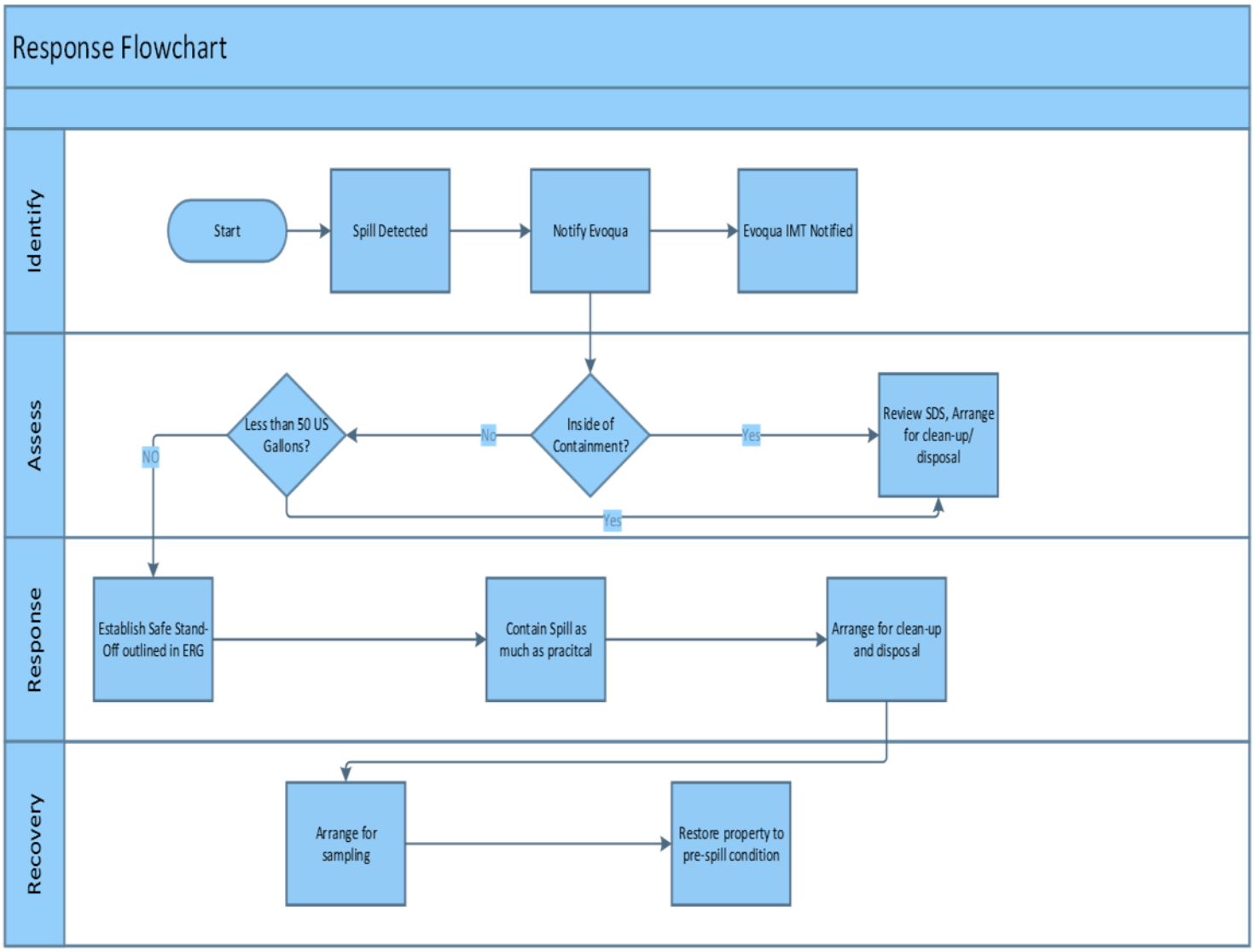
1. **Evoqua Employees**
   Employees are required to report all spills of any magnitude to their supervisor immediately. The EWT-Municipal Services EHS Manager must be notified within six hours of the incident.

   NOTE! <u>At a customer site the customer must be the one to call 911 or the local emergency response organization.</u>

2. Customers and Contractors
   During normal business hours (8.00-5.00 local time) call the closest EWT-Municipal Services branch listed below or your local Evoqua Water Technologies representative if a number has been provided.

BRANCH LOCATION	CONTACT PHONE NUMBER
Cedar Park, TX	(724) 612-9377
Sarasota, FL	(813) 503-0638
Temecula, CA	(941) 592-9112
New Castle, DE	(302) 275-4074

AFTER HOURS ASSISTANCE
IF YOU ARE UNABLE TO REACH A LOCAL CONTACT CALL EVOQUA WATER TECHNOLOGIES CENTRAL EMERGENCY REPORT LINE AT (800) 466-7873.



evoqua
WATER TECHNOLOGIES

AFFIDAVIT OF COMPLIANCE

Evoqua Water Technologies LLC Sodium Chlorite (**AKTA KLOR 25**), manufactured by OxyChem (Wichita, KS) complies with A.W.W.A. B303-18 specifications, including purity levels, chemical requirements, and physical requirements. In addition, the National Sanitation Foundation (NSF) International certifies OxyChem's Sodium Chlorite for use in potable drinking water. Akta Klor 25 is made in an ISO 9001:2015 facility located in United States of America. The sodium chlorite manufactured by OxyChem and distributed by Evoqua Water Technologies LLC is used in over 100 public water treatment systems.

EPA #: 21164-6

Thomas R. Wilson
Vice President & General Manager

2650 Tallevast Road
Sarasota, FL 34243 USA

Tel: +1 (888) 228-9877
Fax: +1 (941) 359-7985

www.evoqua.com

OxyChem®

Basic Chemicals

Sales Specification

Sodium Chlorite ($NaClO_2$)

AktaKlor 25

(25% Active Sodium Chlorite)

COMPONENT	SPECIFICATIONS
Sodium Chlorite, wt% as $NaClO_2$	24.25 - 25.75
Sodium Chlorate, wt% as $NaClO_3$	0.5 max.
Sodium Chloride, wt% as NaCl	3.0 max.
Total Alkalinity, wt% as NaOH @ pH4	0.5 max.
Hydrogen Peroxide, wt% as H_2O_2	0.01 max.
Water (by difference), wt%	68 - 76

TYPICAL PROPERTIES

Appearance	Clear, slightly yellow liquid
Turbidity, NTU	10 max
Density, lb/gal @ 25°C	10.1

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis. Product meeting the specification test items will exhibit the listed typical properties.

NSF Listed, ANSI/NSF Standard 60 (Wichita, KS/Fairmont City, IL)
Meets requirements of ANSI/AWWA B303-18

EPA Reg. No: 21164-6

CONTAINERS:
Tank Cars (fiberglass lined)-16,000 gallons
Tank Trucks (stainless steel) - 3400 gallons
Drums - 55 Gallon Plastic Drums, 565 lbs net
OCC non-returnable 330 gallon tote with steel box and plastic bottle

Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

14555 Dallas Parkway, Suite 400
Dallas, TX 75254
800-752-5151

Important: The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and Occidental Chemical Corporation assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, November 28, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Occidental&ChemicalName=Sodium+Chlorite&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Occidental Chemical Corporation

14555 Dallas Parkway
Suite 400
Dallas, TX 75254
United States
972-404-3800

Facility : # 2 Sauget, IL

Sodium Chlorite[CL]

Trade Designation	*Product Function*	*Max Use*
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : East St. Louis, IL

Sodium Chlorite[1] [CL]

Trade Designation	*Product Function*	*Max Use*
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 15	Chlorine Dioxide Production	35mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L

Akta Klor 37	Chlorine Dioxide Production	14mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite 50	Chlorine Dioxide Production	14mg/L

[1] These products are Certified for use in chlorine dioxide generation.
[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF mark on the product, product packaging, product shipping papers, and/or documentation shipped with the product are Certified.

Facility : Fairmont City, IL

Sodium Chlorite[1] [CL]

Trade Designation	*Product Function*	*Max Use*
31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 15	Chlorine Dioxide Production	35mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 37	Chlorine Dioxide Production	14mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.
[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Wichita, KS

Sodium Chlorite[1] [CL]

Trade Designation	*Product Function*	*Max Use*

31% Active Sodium Chlorite Solution	Chlorine Dioxide Production	22mg/L
Akta Klor 25	Chlorine Dioxide Production	22mg/L
Akta Klor 7.5	Chlorine Dioxide Production	87mg/L
Technical Sodium Chlorite	Chlorine Dioxide Production	7mg/L
Technical Sodium Chlorite Solution 18.75	Chlorine Dioxide Production	35mg/L
Technical Sodium Chlorite Solution 31.25	Chlorine Dioxide Production	22mg/L
Technical Sodium Chlorite Solution 50	Chlorine Dioxide Production	14mg/L

[1] These products are certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark are NSF Certified.

Number of matching Manufacturers is 1

Number of matching Products is 26

Processing time was 0 seconds

SAFETY DATA SHEET

M47030 - North America - EN

Occidental Chemical Corporation
A subsidiary of Occidental Petroleum Corporation

AKTA KLOR 25

SDS No.: M47030 **Rev. Date:** 01-Sep-2020

SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification:	Occidental Chemical Corporation 14555 Dallas Parkway, Suite 400, Dallas, Texas 75254-4300
24 Hour Emergency Telephone Number:	1-800-733-3665 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186
To Request an SDS:	MSDS@oxy.com or 1-972-404-3245
Customer Service:	1-800-752-5151 or 1-972-404-3700
Product Identifier:	**AKTA KLOR 25**
Trade Name:	AKTA KLOR 25
Synonyms:	25% Active Sodium Chlorite Solution; Sodium Chlorite Solution; Chlorous Acid, Sodium Salt; Sodium Chlorite Solution
Product Use:	AKTA KLOR 25 is a registered antimicrobial pesticide (EPA Registration Number: 21164-6). It has numerous uses in potable water, food plant process water, poultry process water, CIP disinfection, oilfield water, white water paper mill systems, and industrial cooling water.
Restrictions on Use (United States):	This is a pesticide product; do not use in a pesticide application that is not approved by the EPA. EPA Reg. No. 21164-6 (Akta Klor 25).
Other Global Restrictions on Use:	Not registered as a pesticide in Canada. Do not sell for pesticide uses in Canada. Other restrictions on use based on local, regional, or national regulations may exist and must be determined on a case-by-case basis.
Chemical Family:	Sodium Chlorite Solution

AKTA KLOR 25

SDS No.: M47030 **Rev. Date:** 01-Sep-2020
Supersedes Date: 2016-12-July

SECTION 2. HAZARDS IDENTIFICATION

OSHA REGULATORY STATUS: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

****

EMERGENCY OVERVIEW:

Color: Pale, yellow
Physical State: Liquid
Appearance: Slightly cloudy
Odor: Slight chlorine odor

Signal Word: **DANGER**

MAJOR HEALTH HAZARDS: CORROSIVE TO EYES AND SKIN. CAUSES SEVERE SKIN BURNS AND EYE DAMAGE. HARMFUL IF SWALLOWED. MAY CAUSE DAMAGE TO CARDIOVASCULAR SYSTEM; BLOOD; SPLEEN; DIGESTIVE SYSTEM; AND STOMACH THROUGH PROLONGED OR REPEATED EXPSOURE VIA ORAL ROUTE. MAY BE HARMFUL IN CONTACT WITH SKIN. THIS MATERIAL IS A POTENTIAL ENDOCRINE DISRUPTOR.

PHYSICAL HAZARDS: MAY BE CORROSIVE TO METALS. OXIDIZING AGENT. MAY INTENSIFY FIRE. Dried material can ignite upon contact with combustibles.

AQUATIC TOXICITY: Acute Aquatic Toxicity: Very toxic to aquatic life. Chronic Aquatic Toxicity: Harmful to aquatic life with long lasting effects.

PRECAUTIONARY STATEMENTS: Keep only in original container. Keep away from combustible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Do not breathe dust, vapor or spray mist. Wash skin and contaminated clothing thoroughly after handling. Do not eat, drink or smoke when using this product. Wear protective gloves, protective clothing, eye, and face protection. Avoid release to the environment.

ADDITIONAL HAZARD INFORMATION: This material is corrosive and an oxidizer when dry. This material is a more severe corrosive and oxidizer when dry. This material's pH and oxidative action contribute to its health and physical hazards. If not stored in original container; store in a corrosive resistant container with a resistant inner liner. Always package, store, transport and dispose of all waste and contaminated equipment in accordance with all applicable federal, state, and local health and environmental regulations. Do not contaminate with acids, reducing agents, combustible materials, oxidizing materials, hypochlorite, organic solvents and compounds, garbage, dirt, organic matter, household products, chemicals, soap products, paint products, vinegar, beverages, oils, pine oil, dirty rags, sulfur-containing rubber, or any other foreign matter.

AKTA KLOR 25

SDS No.: M47030 **Rev. Date:** 01-Sep-2020
Supersedes Date: 2016-12-July

****

HAZARD CLASSIFICATION:

GHS: PHYSICAL HAZARDS:	Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer May be corrosive to metals
GHS: CONTACT HAZARD - SKIN:	Category 1B - Causes severe skin burns and eye damage
GHS: CONTACT HAZARD - EYE:	Category 1 - Causes serious eye damage
GHS: ACUTE TOXICITY - ORAL:	Category 4 - Harmful if swallowed
GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE):	Category 2 - May cause damage to blood, spleen, and stomach through prolonged or repeated exposure
HAZARDS NOT OTHERWISE CLASSIFIED (HNOC):	- ACUTE TOXICITY - DERMAL: Category 5 (May be harmful in contact with skin) - AQUATIC TOXICITY - ACUTE: Category 1 (Very toxic to aquatic life) - ACQUATIC TOXICITY - CHRONIC: Category 3 (Harmful to aquatic life with long lasting effects) - According to NFPA 400, this material is classified as a Class 2 Oxidizer. Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material

GHS SYMBOL: Oxidizer, Corrosive, Health hazards, Exclamation mark, Environmental hazard



GHS SIGNAL WORD: DANGER

GHS HAZARD STATEMENTS:

GHS - Physical Hazard Statement(s)
- May intensify fire; oxidizer
- May be corrosive to metals

GHS - Health Hazard Statement(s) -
- Harmful if swallowed
- Causes severe skin burns and eye damage
- May cause damage to blood, spleen, and stomach through prolonged or repeated exposure

Additional Hazards - GHS Hazards Not Otherwise Classified (HNOC):
- MAY BE HARMFUL IN CONTACT WITH SKIN
- ACUTE AQUATIC HAZARD - CATEGORY 1: Very toxic to aquatic life
- CHRONIC AQUATIC HAZARD - CATEGORY 3: Harmful to aquatic life with long lasting effects

GHS - Precautionary Statement(s) - Prevention

• Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
• Keep away from combustible materials
• Keep only in original container
• Do not breathe mist, vapors, or spray
• Wash skin and contaminated clothing thoroughly after handling
• Do not eat, drink or smoke when using this product
• Wear protective gloves, protective clothing, eye, and face protection
• Avoid release to the environment

GHS - Precautionary Statement(s) - Response
• IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
• IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
• IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin with water/shower
• IF EXPOSED (skin/eye): Immediately call a POISON CENTER OR PHYSICIAN
• Specific treatment for skin contact (see First Aid information on product label and/or Section 4 of the SDS)
• Wash contaminated clothing before reuse
• IF EXPOSED (skin): Immediately call a POISON CENTER OR LICENSED HEALTH CARE PROVIDER
• IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing
• IF INHALED: Immediately call a POISON CENTER OR PHYSICIAN
• IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
• IF IN EYES: Immediately call a POISON CENTER or physician
• Get medical advice/attention if you feel unwell
• Absorb spillage to prevent material damage
• Collect spillage
• In case of fire: Use large amounts of water to extinguish

GHS - Precautionary Statement(s) - Storage
• Store in secure manner
• Store in corrosive resistant container with a resistant inner liner

GHS - Precautionary Statement(s) - Disposal
• Dispose of contents and container in accordance with applicable local, regional, national, and/or international regulations

Physical Hazards Not Otherwise Classified
• NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)

Hazard Not Otherwise Classified (HNOC)-Health
• May be harmful in contact with skin
• Potential endocrine disruptor

See Section 11: TOXICOLOGICAL INFORMATION

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

AKTA KLOR 25

SDS No.: M47030 **Rev. Date:** 01-Sep-2020
Supersedes Date: 2016-12-July

Component	CAS Number	Percent [%]
Water	7732-18-5	68 - 76
Sodium Chlorite	7758-19-2	24.25 - 25.75
Sodium Chloride	7647-14-5	1 - 5

SECTION 4. FIRST AID MEASURES

INHALATION: IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF INHALED: Call a POISON CENTER OR LICENSED HEALTH CARE PROVIDER if you feel unwell. If breathing is difficult, oxygen should be administered by qualified personnel.

SKIN CONTACT: IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. See specific treatment for skin contact below in this Section Under "Notes to Physicians". GET MEDICAL ATTENTION IMMEDIATELY.

EYE CONTACT: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. IF EXPOSED (eyes): Immediately call a POISON CENTER OR LICENSED HEALTH CARE PROVIDER. GET MEDICAL ATTENTION IMMEDIATELY.

INGESTION: IF SWALLOWED: Immediately call a POISON CENTER OR LICENSED HEALTH CARE PROVIDER. IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. See additional information in "Notes to Physician" below in this Section. GET MEDICAL ATTENTION IMMEDIATELY.

Most Important Symptoms/Effects (Acute and Delayed):

Acute Symptoms/Effects:
Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchio-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.
Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns.
Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eye-lids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.
Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemogobinemia, hemolysis, and intravascular coagulation and renal failure.

Delayed Symptoms/Effects:
- Repeated and prolonged skin contact may cause a dermatitis

Protection of First-Aiders: Protect yourself by avoiding contact with this material. Avoid contact with skin and eyes. Do not ingest. Use personal protective equipment. Refer to Section 8 for specific personal protective equipment recommendations. At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission.

Notes to Physician: Treat as a corrosive due to the pH of this material. For prolonged exposures and significant exposures, consider delayed injury to exposed tissues. There is no specific antidote. Treatment is supportive care. Follow normal parameters for airway, breathing, and circulation. Ingestion of even small amounts of solution should be closely monitored for methemoglobinemia, hemolysis, and glutathione depletion, followed by renal failure. This chemical acts similarly to its related compound chlorate, and produces a drug induced G6PD deficiency. Methylene blue has not been reported as effective. Consult the PubMed Case Report PMID 22996135 for the case description and treatment utilized. Chlorine dioxide vapors are emitted when this product contacts acids or chlorine. If these vapors are inhaled, monitor patient closely for delayed development of pulmonary edema which may occur up to 48-72 hours post-inhalation. Following ingestion, neutralization and use of activated charcoal is not indicated. In vitro studies have shown that activated charcoal does not adsorb chlorate/chlorite ions. The benefit of decontamination after ingestion is not certain and not recommended.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

Medical Conditions Aggravated by Exposure: May aggravate preexisting conditions such as:. Eye disorders that decrease tear production or have reduced integrity. Skin disorders that compromise the integrity of the skin. Respiratory conditions including asthma and other breathing disorders. Ingestion may induce G6PD deficiency, hemolysis and renal failure. G6PD deficiency, hemoglobinopathies, renal compromise, and conditions causing hypoxia may be aggravated by ingestion of this material.

SECTION 5. FIRE-FIGHTING MEASURES

Fire Hazard: According to NFPA 400, this material is classified as a Class 2 Oxidizer. Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles.

Explosive properties: This product may represent an explosion hazard if it contacts acids, chlorine, or organic materials (Refer to Sections 7 and 10).

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire. Water is the only effective extinguisher of sodium chlorite.

Unsuitable Extinguishing Media: Water is the only effective extinguisher of sodium chlorite.

Unusual Hazards: Do not allow sodium chlorite solutions to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials.

Fire Fighting: Wear NIOSH approved positive-pressure self-contained breathing apparatus. Consider evacuation of personnel located downwind. Keep unnecessary people away, isolate hazard area and deny entry. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Flood with fine water spray. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Hazardous Combustion Products: Chlorine; Oxides of sodium

Sensitivity to Mechanical Impact: Not sensitive.

Sensitivity to Static Discharge: Not sensitive.

Lower Flammability Level (air): Not flammable

Upper Flammability Level (air): Not flammable

Flash point: Not applicable

Auto-ignition Temperature: Not applicable

GHS: PHYSICAL HAZARDS:
- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- May be corrosive to metals

Physical Hazards Not Otherwise Classified
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Isolate hazard area and deny entry. Keep unnecessary and unprotected personnel from entering the area. Avoid contact with skin and eyes. If material is allowed to dry, DO NOT make airborne. DO NOT breathe dust. Wear appropriate personal protective equipment recommended in Section 8 of the SDS.

Personal Protective Equipment: Cleanup personnel must wear proper protective equipment. For Unknown Concentrations or exposures above IDLH (Immediately Dangerous to Life or Health) - Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply. Any self-contained breathing apparatus with a full facepiece. See section 8 for information on personal protective equipment.

Emergency Procedures: Evacuate unnecessary personnel and eliminate all sources of ignition. For other than minor leaks, immediately implement predetermined emergency plan. Restrict access to the area until cleanup is complete. Stop the release if it can be done safely from a distance. Prevent material and runoff from entering sewers and waterways if it can be done safely well ahead of the release. Sodium chlorite may represent an explosion hazard if it contacts acids or chlorine. If such contact is possible, evacuation procedures must be placed into effect. Cleanup personnel must wear proper protective equipment. Notify all downstream water users of possible contamination.

Environmental Precautions: This material is harmful to aquatic life. This material is alkaline and may raise the pH of surface waters with low buffering capacity. Keep out of water supplies and sewers. Releases should be reported, if required, to appropriate agencies. See Section 12 for additional ecological information.

Methods and Materials for Containment, Confinement, and/or Abatement: Contain spill. Spilled materials may be absorbed using non-combustible and non-organic commercial absorbents. Dampen and scoop spilled material into clean, dedicated equipment. Every attempt should be made to avoid mixing spilled material with

other chemicals or debris when cleaning up. Keep collected material damp and put into drums. Dried material can ignite upon contact with combustibles. Dispose of promptly. Dispose of in accordance with all applicable regulations.

Recovery: Liquid sodium chlorite solutions can be absorb in vermiculite, dry sand or earth and place in corrosive-resistant containers. Contact OxyChem Technical Service for confirmation of other types of absorbents before utilizing.
Neutralization: Due to the reactivity of sodium chlorite, neutralization for disposal purposes should be avoided whenever possible. Sodium chlorite neutralization procedures are available by contacting OxyChem Technical Service Department at 800-733-1165 option #1. Sodium chlorite neutralization procedures must be carried out ONLY by properly trained personnel wearing appropriate personal protective equipment and ONLY after thoroughly reviewing the neutralization procedures with manufacturer.
Final Disposal: Runoff may pollute waterways. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility. For waste disposal, see section 13.

Additional Disaster Prevention Measures: Keep away from water supplies and sewers. Do not use combustible absorbents such as rags, sawdust, and other natural organic sorbents.

SECTION 7. HANDLING AND STORAGE

Handling:

Precautions for Safe Handling: Do not contaminate sodium chlorite with incompatible materials such as dirt, organic matter, oxidizers, reducing agents, chemicals, soap products, solvents, acids, paint products, or combustible materials. Do not store or transport sodium chlorite with incompatible materials. Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion. Triple rinse empty containers thoroughly with water and dispose of in accordance with label instructions.

Technical measures/precautions: All instrumentation should be designed to prevent possible solution freezing in the instrument. Greaseless lubricants should be used in mechanical equipment where there is a potential for leaks or spills. Pumps should not be operated against closed valves as this may result in heating solution above it decomposition temperature.

Other precautions: This material is a more severe corrosive and oxidizer when dry. This material's pH and oxidative action contribute to its health and physical hazards.

Prevention of contact: Do not breathe dust or spray mist. Wash skin and contaminated clothing thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves, protective clothing, eye, and face protection. Avoid contact with incompatible materials. Avoid release to the environment.

Storage:

Safe Storage Conditions: Store and handle in accordance with all current regulations and standards. (NFPA Oxidizer Class 2). Store in tightly closed, labeled containers away from combustible materials. Store in a cool, dry area. Store in a well-ventilated area. Store below 212°F (100°C). Avoid exposure to sunlight or ultraviolet light. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet). Sodium chlorite

solutions exceeding 30% concentration have a greater potential to crystallize at ambient temperatures. Normally, these products should be diluted prior to storage. Where bulk storage of concentrated solutions is required, the tank must be placed in a temperature-controlled location to ensure that the product is maintained at a temperature above its crystallization point. Direct heat should not be applied to the storage tank.

Technical measures: All equipment purchased for handling and storing sodium chlorite solutions should be verified by the manufacturer or vendor to be suitable for use with sodium chlorite. Use appropriate containment to avoid environmental contamination. The storage area should not be exposed to direct sunlight or ultraviolet light. It should be fire resistant and have an effective sprinkler system with good ventilation. Do not allow solution to evaporate to dryness; this product becomes a fire or explosion hazard if allowed to dry and can ignite in contact with combustible materials. Storage conditions should comply with the requirements established by the National Fire Protection Association's NFPA 1 – Uniform Fire Code and/or NFPA 400 – Hazardous Materials Code and/or the International Code Council's (ICC) International Fire Code. Since both NFPA and ICC codes are used throughout the U.S., consult with local fire departments to determine which codes apply.

Incompatible Substances: Acids, reducing agents, combustible material, oxidizing agents, hypochlorite, organic solvents and compounds, garbage, dirt, organic materials, household products, chemicals, soap products, paint products, vinegar, beverages, oils, pine oil, dirty rags, sulfur-containing rubber, or any other foreign matter.

Packaging Material: Any containers used to store sodium chlorite solutions should be constructed of one of the following materials:
1. Fiberglass reinforced polyester with Hetron 922 resin or equivalent, color natural, with UV protection, and no internal insulation
2. High density polyethylene (HDPE)
3. Titanium.

Additional Information:

GHS: PHYSICAL HAZARDS:
- Oxidizing Liquid - GHS Category 3: May intensify fire; oxidizer
- May be corrosive to metals

Physical Hazards Not Otherwise Classified
- NFPA Class 2 Oxidizer (Class 2 Oxidizers will increase the burning rate of combustible materials with which they come in contact. In addition, they may cause spontaneous ignition when in contact with a combustible material)

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

REGULATORY EXPOSURE LIMIT(S):
This product does not contain any components that have regulatory occupational exposure limits (OEL's).

NON-REGULATORY EXPOSURE LIMIT(S):
This product does not contain any components that have advisory (non-regulatory) occupational exposure limits (OEL's); however, the manufacturer has established internal Recommended Exposure Level(s) [REL(s)] as noted below.
Recommended Exposure Limits (REL's) are non-regulatory occupational exposure limits that the manufacturer has established based on health effects data.

Component	OXY REL 8 hr TWA	OXY REL STEL	OXY REL Ceiling
Sodium Chlorite 7758-19-2 (24.25 - 25.75 %)	1 mg/m^3	Not applicable	Not applicable

ENGINEERING CONTROLS: Use only in well-ventilated areas. Provide local exhaust ventilation where vapors, mist or aerosols may be generated. Where sodium chlorite dust may be present, ventilation of the work area should be accomplished as necessary to maintain concentrations in air below 1 mg/m^3.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear chemical safety goggles. Where splashing or spraying is possible, use a face-shield in addition to chemical protective goggles. Provide an emergency eyewash fountain and quick drench shower in the immediate work area.

Skin and Body Protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with water, and launder clothing before reuse or dispose of properly. Clothing should be rinsed with water before disposal.

Hand Protection: Wear appropriate chemical resistant gloves. Consult a glove supplier for assistance in selecting an appropriate chemical resistant glove.

Protective Material Types: Neoprene

Respiratory Protection: A NIOSH approved full-face respirator equipped with N95 (dust, fume, mist) cartridges may be permissible when symptoms have been observed that are indicative of overexposure. If chlorine or chlorine dioxide is present, an acid gas cartridge is also required. An approved self-contained breathing apparatus operated in the pressure demand mode or an airline respirator with escape pack is required when an air purifying respirator is not adequate or for spills / emergencies of unknown concentrations. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

HYGIENE MEASURES: Obtain proper training prior to use. An emergency eye wash fountain and quick drench shower should be provided in the immediate work area. Good housekeeping practices are important where sodium chlorite is used. All spills should be contained and immediately recovered or flushed with water into a chemical sewer or a segregated holding tank or pond provided for the specific purpose of neutralization. Sodium chlorite must never be flushed to sanitary sewer or other outlet connecting to waterways to uncontrolled runoff streams. Contact local and federal authorities for applicable regulations.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Liquid
Color:	Pale, yellow
Odor:	Slight chlorine odor
Molecular Weight:	90.45
Molecular Formula:	NaClO2

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Chemical Family:	Sodium Chlorite Solution
pH:	>12 @ 25°C
Melting Point/Range:	Not applicable to liquids
Freezing Point/Range:	No data available
Flash point:	Not applicable
Vapor Pressure:	No data available
Vapor Density (air=1):	No data available
Relative Density/Specific Gravity (water=1):	1.1 to 1.3 @ 25°C
Density:	11.1 lbs/gal @ 35°C; 10.1 lbs/gal @ 25°C
Water Solubility:	Soluble
Partition Coefficient (n-octanol/water):	No data available
Auto-ignition Temperature:	Not applicable
Odor Threshold [ppm]:	No data available
Evaporation Rate (ether=1):	No data available
Crystallization Temperature:	-8°C (17.6°F)
Volatility:	59-85% by volume
Flammability (solid, gas):	Not applicable
Lower Flammability Level (air):	Not flammable
Upper Flammability Level (air):	Not flammable
Viscosity:	No data available

SECTION 10. STABILITY AND REACTIVITY

Chemical Stability: Stable at normal temperatures and pressures.

Reactivity: Not reactive under normal temperatures and pressures.

Possibility of Hazardous Reactions: Avoid heat, flames, sparks and other sources of ignition. Avoid evaporation to dryness. Dried material can ignite upon contact with combustibles. Avoid contamination with foreign materials. Avoid exposure to sunlight or ultraviolet light.

Conditions to Avoid (e.g., static discharge, shock, or vibration): Avoid mechanical shock or impact, if contaminated.

Incompatible Substances: Acids, reducing agents, combustible material, oxidizing agents, hypochlorite, organic solvents and compounds, garbage, dirt, organic materials, household products, chemicals, soap products, paint products, vinegar, beverages, oils, pine oil, dirty rags, sulfur-containing rubber, or any other foreign matter.

Hazardous Decomposition Products: Chlorine dioxide is formed on contact with acids, Thermal decomposition products include chlorine and oxides of sodium.

Hazardous Polymerization: Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

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POTENTIAL HEALTH EFFECTS:

ACUTE TOXICITY:

Eye contact: Causes serious eye damage. Eye exposures may cause burns to the eye lids, conjunctivitis, corneal edema, and corneal burn. May cause permanent eye damage including blindness. Significant and prolonged contact may cause damage to the internal eye structures.

Skin contact: Causes severe skin burns and eye damage. May cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns. Acute dermal toxicity was dependent on the product concentration and its physical state. The most concentrated existing form (80%) induced severe cutaneous reactions and necrosis, which may have enhanced the irritant properties and systemic availability of the product leading to an LD50 of 134 mg/kg body weight. Conversely, the 31% solution induced at most mild skin irritation thus limiting the systemic passage of the product to the blood and leading to an LD50 higher than 2000 mg/kg body weight. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

Inhalation: Inhalation may cause coughing, irritation (possibly severe), redness of upper and lower airways, shortness of breath, chemical burns and possibly pulmonary edema. Pulmonary edema may develop several hours after a severe acute exposure.

Ingestion: Harmful if swallowed. Ingestion may cause irritation, nausea, and vomiting. Causes significant metabolic issues through oxidation. May induce methemoglobinemia, hemolysis, and intravascular coagulation and renal failure.

CHRONIC TOXICITY:

Sodium chlorite has produced hemolytic anemia in several animal species at concentrations of 100 mg/L or higher. In a subchronic study using rats, hematological alterations included decreased erthrocyte counts, hemoglobin levels, and hemacrit. Methemoglobin levels decreased in females, but increased in males. There is no evidence of kidney effects in humans; however, in animal studies with sodium chlorite, there is limited evidence of kidney effects. Repeated and prolonged skin contact may result in dermatitis.

SIGNS AND SYMPTOMS OF EXPOSURE:

Signs and symptoms of exposure vary, and are dependent on the route of exposure, degree of exposure, and duration of exposure.

Inhalation (Breathing): Breathing (Inhalation): Inhalation of airborne material may cause irritation, redness of upper and lower airways, coughing, laryngeal spasm and edema, shortness of breath, bronchio-constriction, and possible pulmonary edema. Severe and permanent scarring may occur. The pulmonary edema may develop several hours after a severe acute exposure.

Skin: Skin Corrosion. Skin exposure to gas or liquid may cause redness, irritation, burning sensation, swelling, blister formation, first, second, or third degree burns.

Eye: Serious Eye Damage. Exposure to eyes may cause irritation and burns to the eye-lids, conjunctivitis, corneal edema, and corneal burn. Significant and prolonged contact may cause damage to internal eye structures.

Ingestion (Swallowing): Ingestion: Exposure by ingestion may cause irritation, nausea, and vomiting. Oxidation may cause significant metabolic issues such as: methemogobinemia, hemolysis, and intravascular coagulation and renal failure.

Interaction with Other Chemicals Which Enhance Toxicity: Mixing with ammonia, acids, detergents, or organic matter will release chlorinated compounds, which are irritating to eyes, lungs, and mucus membranes.

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GHS HEALTH HAZARDS:

GHS: CONTACT HAZARD - SKIN: Category 1B - Causes severe skin burns and eye damage
GHS: CONTACT HAZARD - EYE: Category 1 - Causes serious eye damage
GHS: ACUTE TOXICITY - ORAL: Category 4 - Harmful if swallowed
GHS: ACUTE TOXICITY - DERMAL: Category 5 - May be harmful in contact with skin
GHS: TARGET ORGAN TOXICITY (REPEATED EXPOSURE): Category 2 - May cause damage to blood, spleen, and stomach through prolonged or repeated exposure

TOXICITY DATA:

PRODUCT TOXICITY DATA: .

LD50 Oral:	LD50 Dermal:	LC50 Inhalation:
389 - 1800 mg/kg (Rat)	> 2 gm/kg skin-rabbit	0.58 mg/L (4 hr-Rat)

COMPONENT TOXICITY DATA: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

Component	Oral LD50	Dermal LD50	Inhalation LC50
Sodium Chlorite	165 mg/kg (Rat)	107.2 mg/kg (Rabbit)	230 mg/m^3 (4-h Rat)

Eye Irritation/Corrosion: The product is classified as causing serious eye injury (Category 1, H318), according to criteria of the GHS.

Skin Irritation/Corrosion: This product is classified as causing severe skin burns (Category 1, H314), according to GHS classification criteria.

Skin Absorbent / Dermal Route: May be harmful in contact with skin. Dermal absorption of a 30% liquid solution ranges approximately 5 - 10%.

RESPIRATORY OR SKIN SENSITIZATION: Not classified as a skin or respiratory sensitizer per GHS criteria.

CARCINOGENICITY: There is inadequate evidence for the carcinogenicity of sodium chlorite in experimental animals. No data were available from studies in humans on the carcinogenicity of sodium chlorite. This product is not classified as a carcinogen by NTP, IARC or OSHA. Not classified as a carcinogen per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Single Exposure): The substance is not classified as a specific target organ toxicant after single exposure per GHS criteria.

SPECIFIC TARGET ORGAN TOXICITY (Repeated or Prolonged Exposure): This product is classified as GHS Category 2 and may cause damage to blood, spleen, and stomach through prolonged or repeated exposure.

INHALATION HAZARD: Inhalation is not likely from vapors due to low vapor pressure; however, if mists are inhaled may cause respiratory tract irritation. Its action in the respiratory tract is due to its strong oxidizing capability. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to mists.

GERM CELL/IN-VITRO MUTAGENICITY: Not classified as a mutagen per GHS criteria. Sodium chlorite has tested positive in some studies. The significance of these test results for human health is unclear because the oxidizing effects of the chlorite or salting effects of sodium may significantly affect the ability of the tests to accurately detect mutagens.

REPRODUCTIVE TOXICITY: Not classified as a reproductive toxin per GHS criteria. There is limited evidence of male reproductive effects in animal studies.

DEVELOPMENTAL TOXICITY: Not classified as a developmental or reproductive toxin per GHS criteria. Observations in animal studies include decreased serum levels of thyroid hormones in offspring.

ASPIRATION HAZARD: Not classified as an aspiration hazard per GHS criteria.

TOXICOKINETICS: The time taken to absorb 50% of the dose for sodium chlorite was 3.5 ± 1.06 hours. The absorption rate constant was 0.198 ± 0.06/hour. The time taken to eliminate 50% of the dose from the plasma when detected as 36Cl was 35.2 ± 3.0 hours. After 72 h, radioactivity from chlorite was found at the highest level in the plasma, followed by stomach, testes, skin, lung, duodenum, kidney, carcass, spleen, ileum, bone marrow and liver. In blood, chlorite levels were distributed evenly between plasma and packed cells. For sodium chlorite, 87 and 13% of initial dose (36 -Cl) was found in urine and feces, respectively. 36-Cl was not detected in expired air throughout the 72 hour time period. Chloride, chlorite and chlorate were found in rat urine 72 hours after the administration. The major metabolite was chloride, representing 31.6% of the initial dose of chlorite.

METABOLISM: May metabolize to form elevated chloroform levels in the liver and brain but not in blood.

BIOLOGICAL DISTRIBUTION: See Toxicokinetics above.

PATHOGENICITY AND ACUTE INFECTIOUSNESS (ORAL, DERMAL, AND INHALATION): Not applicable.

ENDOCRINE DISRUPTOR: Sodium chlorite is listed on The Endocrine Disruptors Exchange's (TEDX) List of Potential Endocrine Disruptors database of chemicals with the potential to affect the endocrine system. Every chemical on the TEDX List has one or more verified citations published, accessible, primary scientific research demonstrating effects on the endocrine system.

NEUROTOXICITY: Not Available.

IMMUNOTOXICITY: Not available.

Hazard Not Otherwise Classified (HNOC)-Health
- May be harmful in contact with skin
- Potential endocrine disruptor

SECTION 12. ECOLOGICAL INFORMATION

ECOTOXICITY (EC, IC, and LC):

Ecotoxicity - Available LOLI Data for Components:

Component:	*Freshwater Fish:*	*Invertebrate Toxicity:*	*Algae Toxicity:*	*Other Toxicity:*
Sodium Chlorite	*LC50 Brachydanio rerio: 100 - 500 mg/L 96h static *LC50 Lepomis macrochirus: 100	*EC50 Daphnia magna: 0.026 mg/L 48h *EC50 Daphnia magna: 0.012 - 0.018 mg/L 48h *EC50	No data available	No data available

	mg/L 96h static *LC50 Oncorhynchus mykiss: 100 mg/L 96h static	Daphnia magna: 0.25 - 0.33 mg/L 48h		
Sodium Chloride	*LC50 Lepomis macrochirus: 5560 - 6080 mg/L 96h flow-through *LC50 Lepomis macrochirus: 12946 mg/L 96h static *LC50 Pimephales promelas: 6020 - 7070 mg/L 96h static *LC50 Pimephales promelas: 6420 - 6700 mg/L 96h static *LC50 Oncorhynchus mykiss: 4747 - 7824 mg/L 96h flow-through *LC50 Pimephales promelas: 7050 mg/L 96h semi-static	*EC50 Daphnia magna: 340.7 - 469.2 mg/L 48h *EC50 Daphnia magna: 1000 mg/L 48h	No data available	*LC50 Eisenia foetida (48 h filter paper) 0.1 - 1 mg/cm2
Sodium Chlorate	*LC50 Pimephales promelas: 13500 mg/L 96h *LC50 Oncorhynchus mykiss: 1750 mg/L 96h *LC50 Oncorhynchus mykiss: 4200 mg/L 24h *LC50 Cyprinus carpio: 7090 mg/L 96h	*EC50 Daphnia magna: 1093 mg/L 24h	No data available	*LC50 Eisenia foetida (14 Days soil dry weight) >750 mg/kg

Aquatic Toxicity:
LC50 Rainbow trout = 290 mg/l as 80% NaClO2 (96 hour)
LC50 Bluegill = 265-310 mg/l as 80% NaClO2 (96 hour)
LC50 Sheepshead minnow = 62-90 ppm (96 hour).

Invertebrate Toxicity:
LC50 Daphnia Magna = 0.29 mg/L as 80% NaClO2 (48 hour)

Other Toxicity:
LD50 Mallard duck = 0.49-1.00g/kg as 80% NaClO2 (gavage)
LD50 Bob White quail = 0.39 - 0.66 g/kg as 80% NaClO2 (gavage)
Sodium chlorite in the diet of birds was not acutely toxic. Eight-day dietary LC50's in the Mallard duck and Bob White quail were > 5,000 ppm

FATE AND TRANSPORT:

PERSISTENCE: This material will eventually degrade to sodium chloride.

BIODEGRADATION: This material is inorganic and not subject to biodegradation; however, chlorite ions are reduced by some bacteria under anaerobic conditions. Sodium chlorite is a strong oxidizing agent and under proper reducing conditions is readily reduced to chloride, and to a lesser extent, chlorate. In strong acidic conditions, chlorite can change into chlorine dioxide.

BIOCONCENTRATION: This material will not bioaccumulate.

BIOACCUMULATIVE POTENTIAL: Bioaccumulation in aquatic species test does not need to be conducted as the substance has a low potential for bioaccumulation (a log Kow < 3) and is an inorganic substance.

MOBILITY IN SOIL: Not applicable.

SECTION 13. DISPOSAL CONSIDERATIONS

Waste from material:
Dispose in accordance with all applicable regulations. Do not put product, spilled product, or filled or partially filled containers into the trash or waste compactor. Contact with incompatible materials could cause a reaction and fire. Contact Technical Service to obtain neutralization instructions. Sodium chlorite is toxic to fish and aquatic organisms. Keep out of water supplies and sewers. If sodium chlorite is spilled or becomes a waste, it must be disposed of in accordance with local, state, and Federal regulations by a NPDES permitted out-fall or in a permitted hazardous waste treatment, storage, and disposal facility.

Container Management:
Containers are non-refillable. Do not reuse or refill containers. Offer for recycling if available. Offer for reconditioning if appropriate. Triple rinse or pressure rinse container promptly after emptying. Triple rinse containers 5-gallons or smaller as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Triple rinse containers larger than 5 gallons as follows: Empty remaining contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse about 40 PSI for at least 30 seconds. Drain for 10 seconds, after the flow begins to drip. Container rinsate must be disposed of in compliance with applicable regulations.

Contaminated Material:
Dispose according to appropriate regulations.

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SECTION 14. TRANSPORT INFORMATION

LAND TRANSPORT

U.S. DOT 49 CFR 172.101:

UN NUMBER:	UN1908
PROPER SHIPPING NAME:	Chlorite solution
HAZARD CLASS/ DIVISION:	8
PACKING GROUP:	II
LABELING REQUIREMENTS:	8
MARINE POLLUTANT:	Yes
Special provisions for transport:	A3; A6; A7; B2; IB2; N34; T7; TP2; TP24.
Packaging Exceptions	154.
Non-bulk Packaging:	202.
Bulk Packaging:	242.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

UN NUMBER:	UN1908
SHIPPING NAME:	Chlorite solution
CLASS OR DIVISION:	8
PACKING/RISK GROUP:	II
LABELING REQUIREMENTS:	8
CAN. MARINE POLLUTANT:	Marine Pollutant

MARITIME TRANSPORT (IMO / IMDG)

UN NUMBER:	UN1908
PROPER SHIPPING NAME:	Chlorite Solution
HAZARD CLASS / DIVISION:	8
Packing Group:	II
LABELING REQUIREMENTS:	8
MARINE POLLUTANT:	Marine Pollutant

AIR TRANSPORT (ICAO / IATA)

Special Instructions CAO: IATA Certificate for shipping personnel is required

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code.

SECTION 15. REGULATORY INFORMATION

U.S. REGULATIONS

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OSHA REGULATORY STATUS:
This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):
Not regulated.

SARA EHS Chemical (40 CFR 355.30)
Not regulated.

EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):
Acute Health Hazard, Chronic Health Hazard, Fire Hazard

SARA HAZARD CATEGORIES ALIGNED WITH GHS (2018):
Health Hazard - Acute Toxin (any route of exposure)
Health Hazard - Skin Corrosion or Irritation
Health Hazard - Serious eye damage or eye irritation
Health Hazard - Specific Target Organ Toxicity (STOT) Repeat Exposure (RE)
Health Hazard - HNOC
Physical Hazard - Oxidizer (liquid, solid or gas)
Physical Hazard - Corrosive to Metal

EPCRA SECTION 313 (40 CFR 372.65):
Not regulated.

DEPARTMENT OF HOMELAND SECURITY (DHS)- Chemical Facility Anti-Terrorism Standards (6 CFR 27):
Not likely to be regulated based on composition level of component below in formulation

Component	DHS - Security Issues	DHS-Sabotage Screening Threshold Qnty.	DHS-Sabotage Min. Conc.	DHS-Theft Screening Threshold Qnty.	DHS-Theft Min. Conc.	DHS-Release Screening Threshold Qnty.	DHS-Release Min. Conc.	CWC Toxic Chemicals:
Sodium Chlorate 7775-09-9 (< 0.5)	Theft - Explosives/Improvised Explosive Device Precursors	Not Listed	Not Listed	400 lb STQ	a commercial grade	Not Listed	Not Listed	Not Listed

OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):
Not regulated.

FIFRA REGULATIONS: Registered pesticide under 40 CFR 152.10, Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). EPA Reg. No. 21164-6 (Akta Klor 25).

FIFRA LABELING REQUIREMENTS: - This chemical is a pesticide product registered by the United States Environmental Protection Agency (EPA) and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.
- FIFRA Signal Word - DANGER
- Corrosive
- Causes irreversible eye damage and skin burns

- Harmful if inhaled
- Harmful if swallowed or absorbed through skin
- Avoid breathing vapor or spray mist
- Do not get in eyes, on skin, or on clothing
- This product is toxic to fish and aquatic organisms
- Dry sodium chlorite is a strong oxidizing agent. This product becomes a fire or explosive hazard if allowed to dry.
- Mix only into water
- Contamination may start a chemical reaction with generation of heat, liberation of hazardous gases (chlorine dioxide a poisonous, explosive gas), and possible fire and explosion
- Do not contaminate with garbage, dirt, organic matter, household products, chemicals, soap products, paint products, solvents, acids, vinegar, beverages, oils, pine oil, dirty rags, or any other foreign matter

FDA: This material has Generally Recognized As Safe (GRAS) status under specific U.S. Food and Drug Administration (FDA) regulations, for specified applications. Additional information is available from the Code of Federal Regulations, which is accessible on the FDA's website. Only food grade product meets the FDA's Food Safety Modernization Act (FSMA) requirements, and is guaranteed to be produced under all current Good Manufacturing Practices (cGMP) requirements as defined by the FDA. Food grade product is produced in a facility that is accredited as a Safe Quality Food (SQF) Level 2 Facility, certified under the Global Food Safety Initiative (GFSI), and meets the Food Chemical Codex (FCC) requirements.

EPA'S CLEAN WATER AND CLEAN AIR ACTS:
Component(s) not listed on impacted regulatory lists.

NATIONAL INVENTORY STATUS

U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):

Component	TSCA Inventory	TSCA ACTIVE LIST	TSCA 12(b)	TSCA - Section 4	TSCA - Section 5	TSCA - Section 6	TSCA - Section 8
Sodium Chlorite 7758-19-2	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not listed	Not listed
Sodium Chloride 7647-14-5	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not listed	Not listed
Sodium Chlorate 7775-09-9	Listed	ACTIVE	Not Listed	Not listed	Not Listed	Not listed	Not listed

CANADIAN CHEMICAL INVENTORY: All components of this product are listed on either the DSL or the NDSL.

Component	DSL	NDSL
Sodium Chlorite 7758-19-2 (24.25 - 25.75)	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5)	Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5)	Listed	Not Listed

STATE REGULATIONS

California Proposition 65:
This product and its ingredients are not listed on the California Governor's current list of Carcinogens, Reproductive Toxicants, and/or Candidate Carcinogens (Proposition 65), but it may contain trace amounts of impurities that are listed. For additional information, contact OxyChem Customer Relations.

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Component	California Proposition 65 Cancer WARNING:	California Proposition 65 CRT List - Male reproductive toxin:	California Proposition 65 CRT List - Female reproductive toxin:	Massachusetts Right to Know Hazardous Substance List	Rhode Island Right to Know Hazardous Substance List
Sodium Chlorite	Not Listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate	Not Listed	Not Listed	Not Listed	Listed	Listed

Component	New Jersey Right to Know Hazardous Substance List	New Jersey Special Health Hazards Substance List	New Jersey - Environmental Hazardous Substance List	Pennsylvania Right to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List
Sodium Chlorite	1689	corrosive; reactive - second degree	Not Listed	Listed	Not Listed	Not Listed	Not Listed
Sodium Chloride	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chlorate	1688	reactive - second degree	Not Listed	Listed	Not Listed	Not Listed	Not Listed

CANADIAN REGULATIONS

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

Component	Canada - CEPA - Schedule I - List of Toxic Substances	Canada - NPRI	Canada - CEPA - 2010 Greenhouse Gases (GHG) Subject to Mandatory Reporting	CANADIAN CHEMICAL INVENTORY:	NDSL:
Sodium Chlorite 7758-19-2 (24.25 - 25.75)	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chloride 7647-14-5 (1 - 5)	Not listed	Not Listed	Not Listed	Listed	Not Listed
Sodium Chlorate 7775-09-9 (< 0.5)	Not listed	Not Listed	Not Listed	Listed	Not Listed

SECTION 16. OTHER INFORMATION

Prepared by: Occidental Chemical Corporation - HES&S Product Stewardship Department

Rev. Date: 01-Sep-2020

Reason for Revision:
- Scheduled review
- Change of company physical address: SEE SECTION 1
- Product Name and/or Trade Name(s) has been revised: SEE SECTION 1
- Updated Customer Service Contact Information: SEE SECTION 1
- Included additional information for other usage that may be restricted and/or prohibited: SEE SECTION 1
- Emergency Overview was revised: SEE SECTION 2

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• GHS Symbol(s) added or changed: SEE SECTION 2
• Changed the GHS classification: SEE SECTION 2
• Modified GHS Hazard and Precautionary Statements: SEE SECTION 2
• Added or revised Hazards Not Otherwise Classified: SEE SECTION 2
• Added Health Hazards Not Otherwise Classified: Section 2 and 11
• The formulation has been revised: SEE SECTION 3
• Updated First Aid Measures: SEE SECTION 4
• Change to "Note to Physician" (added/ changed/ or deleted): SEE SECTION 4
• Modified Fire Fighting Measure Recommendations: SEE SECTION 5
• Added Physical Hazards Not Otherwise Classified to format: SEE SECTIONS 5&7
• Revised Accidental Release Measures: SEE SECTION 6
• Revised Handling and Storage Recommendations: SEE SECTION 7
• PPE recommendations have been modified: SEE SECTION 8
• Added Hygiene Measures SEE SECTION 8
• Updated Physical and Chemical Properties. SEE SECTION 9
• Toxicological Information has been revised: SEE SECTION 11
• Ecological Information has been modified: SEE SECTION 12
• Updated Disposal Considerations. SEE SECTION 13
• Updated Transportation Information: SEE SECTION 14
• Regulatory Information Changes: SEE SECTION 15
• Revised SARA Hazard Categories 311/312 HAZARD CATEGORIES (40 CFR 370.21): SEE SECTION 15
• Added LOLI tables such as EPA'S Clean Water / Air Act, TSCA status, DHS, PSM, EPCRA, CERCLA, Federal Canadian: SEE SECTION 15
• Added Department of Homeland Security Anti-Terrorism Information: SEE SECTION 15
• Modified SARA Hazard Categories Aligned with GHS (2018): SEE SECTION 15
• WHMIS Classifications were removed from format: SEE SECTION 15
• Updated TSCA Status Table: SEE SECTION 15

IMPORTANT:
The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESSED OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and Occidental Chemical Corporation assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any federal, state, local or foreign laws.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees.

End of Safety Data Sheet

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Evoqua Water Technologies LLC
(Full, correct legal name)

- Address: 2650 Tallevast Road, Sarasota, FL 34243
- Telephone/Fax: 941-359-7930/941-359-7985
- Email address: municipalservices@evoqua.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Pittsburg, PA

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Thomas R. Wilson, P.E.
Address: 2650 Tallevast Road, Sarasota, FL 34243
Telephone: 941-359-7930
Fax: 941-359-7985
Email: municipalservices@evoqua.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.
Davis Water and Waste Industries Inc., USFilter, Siemens

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES [NO]

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One [YES] NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One [YES] NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Litigation Disclosure Form Response

Answer to Question 2:

North Shore Water Reclamation District of Gurnee, IL on 12/02/2021 canceled our full-service odor control contract for what the District stated 'for repeated failures to meet performance standards". Evoqua does not agree with this but had no choice due the contract standard that was in our original agreement. It should be noted the district continues to purchase products and services from Evoqua despite this.

Answer to Question 3:

In September 2018, Evoqua and a local government entity within the US entered into a voluntary settlement agreement to resolve a lawsuit involving the contract between the parties. Because the terms of the Settlement Agreement prohibit Evoqua from disclosing the existence of the agreement or the terms therein, Evoqua is unable to provide any further details on the circumstances.

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:

8/21/23

Company/Vendor Name:

Evoqua Water Technologies LLC

Printed Name and Title:

Thomas R. Wilson, P.E. - V.P. & G.M.

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Thomas R. Wilson, P.E., the undersigned representative of

Evoqua Water Technologies 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

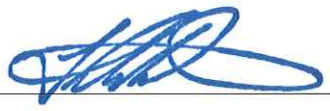
2. Will not boycott Israel during the term of the contract.

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:

Thomas R. Wilson, P.E. - V.P. & G.M.

TYPE/PRINT NAME AND TITLE:

8/21/23

DATE:

SENATE BILL 13 VERIFICATION

I, Thomas R. Wilson, P.E., the undersigned representative of

Evoqua Water Technologies 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:

Thomas R. Wilson, P.E. - V.P. & G.M.

TYPE/PRINT NAME AND TITLE:

8/21/23

DATE:

SENATE BILL 19 VERIFICATION

I, Thomas R. Wilson, P.E., the undersigned representative of

Evoqua Water Technologies 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:

Thomas R. Wilson, P.E. - V.P. & G.M.

TYPE/PRINT NAME AND TITLE:

8/21/23

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ FLORIDA

COUNTY OF ~~HIDALGO~~ MANATEE

Thomas R. Wilson, P.E., being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of Evoqua Water Technologies 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 _____
Thomas R. Wilson, P.E.

Title V.P. & G.M.

Subscribed and sworn to me this 21 day of August 2023.

By: Thomas R. Wilson, P.E.

Notary Public Dora C. Evans

My commission expires 11/29/26



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.**

Evoqua Water Technologies LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

Thomas R. Wilson, P.E.

8/21/23

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.

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

EXHIBIT “B” – CERTIFICATE OF INSURANCE AND 1295

AGREEMENT
BETWEEN CITY OF EDINBURG AND EVOQUA WATER TECHNOLOGIES LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

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: Willis Towers Watson Certificate Center
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EWT Holdings III Corp.
Evoqua Water Technologies LLC
210 Sixth Avenue, Suite 3300
Pittsburgh, PA 15222

COVERAGES **CERTIFICATE NUMBER:** W27591001 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		GLO 5185264-00	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 750,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BAP 0378580 03	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0378581 03	12/31/2022	12/31/2023	[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	Workers Compensation & Employers Liability Per Statute			WC 0378582 03	12/31/2022	12/31/2023	E.L. Each Accident E.L. Disease-EA Empl E.L. Disease-Pol Lmt	$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)
CITY OF EDINBURG is included as an Additional Insured as respects to General Liability if required by written contract, and Auto Liability.

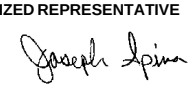
CERTIFICATE HOLDER

CITY OF EDINBURG
ATTN: Vanessa Velasquez
415 WEST 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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Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (*available* here).

STATE OF TEXAS	§	**CONTRACT FOR BID NO. 2023-32 ANNUAL PLANT CHEMICALS BETWEEN THE CITY OF EDINBURG AND AMCHEM – COPPER SULFATE (LARGE CRYSTAL)**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Amchem** (hereinafter called "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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 the services and materials ("Materials"), as stated in this agreement and Bid No. 2023-32 attached as **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to Bid #2023-32.

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 Materials.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall provide the Materials described in **Exhibits "A".**

B. Contractor 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 Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. 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 and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. 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.

E. 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 and materials provided 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.

F. 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 and materials provided furnished under this Agreement.

G. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in **Exhibit A.**

B. Contractor shall submit all invoices to City in the manner specified herein. 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 Materials 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 Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials 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 Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; 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 and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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.

SECTION VI
TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2023-32 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials 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 Materials provided 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.

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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. 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.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. 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 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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Materials provided 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, 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. 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 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 Contractor:

Amchem
John Melendez
PO BOX 2112
Longview, TX 75606-2112

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 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 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 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 Materials 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

Materials 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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

AMCHEM

BY:_____
John Melendez
PO BOX 2112
Longview, TX 75606-2112
Katy, TX 78494

Attachments: Exhibit "A", Proposal
"B", Certificate of Insurance & 1295

EXHIBIT “A” – BID

AGREEMENT
BETWEEN CITY OF EDINBURG
AND AMCHEM

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm
Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, September 1, 2023

AMCHEM Proposal

CONTACT INFORMATION

Company:

AMCHEM

Email:
john@amcheminc.com

Contact:
N/A

Address:
N/A

Phone:
N/A

Website:
N/A

Submission Date:
Aug 21, 2023 1:51 PM

QUESTIONNAIRE

1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

THE ATTACHED FORM WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

Amchem_-_General_Conditions-Plant_Chemicals.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Amchem-Ins..pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

No response submitted

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Amchem-Litigation.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Amchem-Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

Amchemc-HB_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Amchem-SB_13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Amchem-SB_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Amchem-Non_Collusion.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the

records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

No response submitted

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1		Tons	NSF Chlorine Gas (Ton Cylinders)	No Bid	No Bid	X

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
2		Cyls	NSF Chlorine Gas (150 lb. Cylinders)	No Bid	No Bid	X
3		lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	No Bid	No Bid	X
4		lbs	Liquid Ammonium Sulfate (LAS)	No Bid	No Bid	X
5		lbs	Sodium Chlorite w/Service Maintenance Contract	No Bid	No Bid	X
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	$2.13	$25,560.00	
7		drums	Water Treatment Plant Belt Filter Press Polymer	No Bid	No Bid	X
8		drums	Wastewater Treatment Plant Belt Press Polymer	No Bid	No Bid	X
TOTAL					**$25,560.00**	

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 8 / 19 / 2023

AUTHORIZED SIGNATURE: _____

TITLE: Sales Rep.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 8-19-2023

Company/Vendor Name: Amchem Inc.

Printed Name and Title: John Melendez, Sales Rep.

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, John Melendez, the undersigned representative of Amchem 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:

John Melendez, Sales Rep.

TYPE/PRINT NAME AND TITLE:

8-19-2023

DATE:

SENATE BILL 13 VERIFICATION

I, John Melendez, the undersigned representative of Amchem 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:

John Melendez, Sales Rep.

TYPE/PRINT NAME AND TITLE:

8-19-2023

DATE:

SENATE BILL 19 VERIFICATION

I, John Melendez, the undersigned representative of Amchem 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.*

J Melendez

SIGNATURE OF COMPANY REPRESENTATIVE:

John Melendez, Sales Rep.

TYPE/PRINT NAME AND TITLE:

8-19-2023

DATE:

No-Collusion

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of _____, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Sales Rep.

Subscribed and sworn to me this_____ day of _____ 20____.

By:

Notary Public

My commission expires

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

EXHIBIT “B” – CERTIFICATE OF INSURANCE AND 1295

AGREEMENT BETWEEN CITY OF EDINBURG AND AMCHEM

Client#: 1978940 AMCHEINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sarah N. Davis	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 855 874-1450	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: sarah.davis@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Insurance Company	35378
INSURED Amchem, Inc; Global Amchem,Inc. P. O. Box 2112 Longview, TX 75606-2112	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			2AA386735	07/05/2023	07/05/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	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					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg

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

Barbara S. Davis

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SNDHN

STATE OF TEXAS	§	**CONTRACT FOR BID NO. 2023-32 ANNUAL PLANT CHEMICALS BETWEEN THE CITY OF EDINBURG AND POLYDYNE INC., - WATER AND WASTEWATER POLYMER SUPPLY**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Polydyne, Inc.,** (hereinafter called "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain materials in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and materials needed by the City; and,

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 the services and materials ("Materials"), as stated in this agreement and Bid No. 2023-32 attached as **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibit A and Notice to Bids and Bid Form pertaining to Bid #2023-32.

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 Materials.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Materials.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall provide the Materials described in **Exhibits "A".**

B. Contractor 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 Materials furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Materials. 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 and materials furnished by Contractor under this Agreement. Contractor shall keep the City informed of the services and materials provided under this Agreement. In connection with the performance of the services and materials provided by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the services and materials provided as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the services and materials provided. 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.

E. 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 and materials provided 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.

F. 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 and materials provided furnished under this Agreement.

G. 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.

SECTION V
PAYMENT AND FEES

City agrees to pay Contractor for Materials being contracted for herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit prices listed in **Exhibit A**.

B. Contractor shall submit all invoices to City in the manner specified herein. 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 Materials 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 Materials, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with delivery of Materials 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 Materials are defective, requiring correction or replacement;

f. City has been required to correct defective Materials or has accepted defective Materials;

g. Liens have been filed in connection with the Materials; 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 and materials provided or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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.

SECTION VI
TERM OF AGREEMENT

A. Contractor shall provide materials as identified in Request for Bid No. 2022-59 and bid proposal submitted by Contractor attached as stated in Exhibit A.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials 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 Materials provided 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.

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. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. 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.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. 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 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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
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 any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XI
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 Materials provided 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, 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. 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 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 Contractor:

Polydyne Inc.,
Boyd Stanley
1 Chemical Plant Road
Riceboro, GA 31323
Phone: (800) 848-7659 Opt. 2

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 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 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 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 Materials 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 Materials 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 _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa,
City Attorney

POLYDYNE INC.,

BY:_____
Boyd Stanley
Sr. Vice-President
1 Chemical Plant Road
Riceboro, GA 31323
Phone: (800) 848-7659

Attachments: Exhibit "A", Proposal
"B", Certificate of Insurance & 1295

EXHIBIT “A” – BID

AGREEMENT
BETWEEN CITY OF EDINBURG
AND POLYDYNE, INC

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

EVALUATION TABULATION

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Wednesday, August 23, 2023

ANNUAL CHEMICALS

Primary award cells are green and Backup award cells are gray

				AMCHEM	Baker Services, Inc.	Brenntag Southwest, Inc.	Chemrite, Inc.	Chemtrade Chemicals US LLC	DPC Industries, Inc.	Evoqua Water Technologies LLC	Pencco, Inc	Polydyne Inc.	VINeera Chemicals
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	NSF Chlorine Gas (Ton Cylinders)	175	Tons	No Bid	No Bid	No Bid	No Bid	No Bid	$2,399.40	No Bid	No Bid	No Bid	No Bid
2	NSF Chlorine Gas (150 lb. Cylinders)	35	Cyls	No Bid	No Bid	No Bid	No Bid	No Bid	$256.41	No Bid	No Bid	No Bid	No Bid
3	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	3600000	lbs	No Bid	No Bid	$0.1386	No Bid	$0.128	No Bid	No Bid	No Bid	No Bid	No Bid
4	Liquid Ammonium Sulfate (LAS)	661000	lbs	No Bid	$0.25	$0.1687	No Bid	$0.149	No Bid	No Bid	$0.30	No Bid	No Bid
5	Sodium Chlorite w/Service Maintenance Contract	245000	lbs	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.924	No Bid	No Bid	No Bid
6	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	12000	lbs	$2.13	No Bid	$2.61	$2.33	No Bid	No Bid	No Bid	No Bid	No Bid	$2.18

Line Item	Description	Quantity	Unit of Measure	AMCHEM Unit Cost	Baker Services, Inc. Unit Cost	Brenntag Southwest, Inc. Unit Cost	Chemrite, Inc. Unit Cost	Chemtrade Chemicals US LLC Unit Cost	DPC Industries, Inc. Unit Cost	Evoqua Water Technologies LLC Unit Cost	Pencco, Inc Unit Cost	Polydyne Inc. Unit Cost	VINeera Chemicals Unit Cost
7	Water Treatment Plant Belt Filter Press Polymer	20	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$814.50	No Bid
8	Wastewater Treatment Plant Belt Press Polymer	100	drums	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$841.50	No Bid

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-32

Annual Plant Chemicals

RESPONSE DEADLINE: August 22, 2023 at 3:30 pm

Report Generated: Friday, September 1, 2023

Polydyne Inc. Proposal

CONTACT INFORMATION

Company:
Polydyne Inc.

Email:
bids@polydyneinc.com

Contact:
Randal Vickery

Address:
One Chemical Plant Rd
Riceboro, GA 31323

Phone:
(800) 848-7659 Ext: 2

Website:
www.polydyneinc.com

Submission Date:
Aug 18, 2023 2:00 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 18, 2023 10:18 AM by Randal Vickery

QUESTIONNAIRE

1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

THE ATTACHED FORM WILL NEED TO BE FILLED OUT AND UPLOADED.*
Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

General_Conditions_for_Plant_Chemicals_signed.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

Insurance_Certificate_for_Edinburg,_TX.pdfComplete_Submittal_from_Polydyne_Inc._for_RFB_2023-32_for_Annual_Plant_Chemicals.pdf

2. Required Forms

PLEASE FILL OUT 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 THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

Conflict_of_Interest_Questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1		Tons	NSF Chlorine Gas (Ton Cylinders)	No Bid	No Bid	X
2		Cyls	NSF Chlorine Gas (150 lb. Cylinders)	No Bid	No Bid	X
3		lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend	No Bid	No Bid	X
4		lbs	Liquid Ammonium Sulfate (LAS)	No Bid	No Bid	X
5		lbs	Sodium Chlorite w/Service Maintenance Contract	No Bid	No Bid	X
6		lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)	No Bid	No Bid	X
7	20	drums	Water Treatment Plant Belt Filter Press Polymer	$814.50	$16,290.00	
8	100	drums	Wastewater Treatment Plant Belt Press Polymer	$841.50	$84,150.00	
TOTAL					$100,440.00	

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 08 / 15 / 23

AUTHORIZED SIGNATURE: _____

Boyd Stanley

TITLE: Sr. Vice-President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

EPIC Insurance Brokers & Consultants
1140 Avenue of the Americas – 8th Floor
New York, NY 10036

CONTACT NAME: Andrea Kim
PHONE (A/C, No, Ext): 212.293-6203 **FAX (A/C, No):** 212.488.0220
E-MAIL ADDRESS: andrea.kim@epicbrokers.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	IRONSHORE SPECIALTY INSURANCE COMPANY	25445
INSURER B:	HARTFORD FIRE INSURANCE COMPANY	19682
INSURER C:	HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Polydyne Inc.
One Chemical Plant Road
PO Box 250
Riceboro GA 31323

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		IEPICB5ZFB003	12/31/2022	12/31/2023	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 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		10ABR30602	12/31/2022	12/31/2023	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 $	Y		IEELCASB5ZFD003	12/31/2022	12/31/2023	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 / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10WNR30600	12/31/2022	12/31/2023	[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)

The The City of Edinburg is included as Additional Insured where required by written contract with respect to liability arising out of the operations by the Named Insured as per terms and conditions of the policies. 30 days notice of cancellation provisions as per the terms and conditions of the policy.
RE: BI#2023-32 ANNUAL PLANT CHEMICALS

CERTIFICATE HOLDER

The City of Edinburg
P.O. 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 1

Andrea Kim

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OPEN

Annual Plant Chemicals

Last updated by Addendum #1 on Aug 10, 2023 1:04 PM

Request for Bids

Utilities

03124, 17513, 19036, 88500, 88594

Project ID: 2023-32

Release Date: Friday, August 4, 2023

Due Date: Tuesday, August 22, 2023 3:30pm

Posted Friday, August 4, 2023 10:00am

All dates & times in Central Time

Draft Response | No Bid

Time Remaining: 12 days, 2 hours, 59 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	1
Addenda	1
Notices	0

Addendum #1

Aug 10, 2023 1:04 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the bid for Annual Plant Chemicals.

Changes: A **"No Bid"** column has been added to Section 6: Pricing Proposal

Polydyne Inc.
A Delaware Corporation Boyd Stanley, Sr. Vice-President

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Annual Plant Chemicals

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:30pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:30 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:30 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ' 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.1.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

*5.1.2. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. Required Forms

*5.2.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.2.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.2.3. 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

*5.2.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

5.2.5. *Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

5.2.6. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

5.2.7. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

5.2.8. *Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

5.2.9. *If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☑ Please confirm

*Response required

GENERAL CONDITIONS FOR PLANT CHEMICALS

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.
2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.
3. Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.
4. Super funds tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.
5. A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24-hour phone numbers; specific actions, public informing procedures, health care, and emergency response time. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.
6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.
7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.
8. The undersigned herby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 08 / 15 / 23

AUTHORIZED SIGNATURE: _____

Boyd Stanley

TITLE: Sr. Vice-President

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total	No Bid
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)			✓
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)			✓
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend			✓
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)			✓
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract			✓
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)			✓
7	20	drums	Water Treatment Plant Belt Filter Press Polymer Clarifloc C-6266PWG	$814.50 / 450 Lb. Drum	$16,290.00	
8	100	drums	Wastewater Treatment Plant Belt Press Polymer Clarifloc CE-1620	$841.50 / 450 Lb. Drum	$84,150.00	
TOTAL					$100,440.00	

Please Note: Delivery Terms are 3 - 14 Days A.R.O.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Polydyne Inc.
(Full, correct legal name)

- Address: One Chemical Plant Rd.
  Riceboro, GA 31323

- Telephone/Fax: (800) 848-7659 Option 2
- Email address: bids@polydyneinc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Riceboro, GA

5. a. Does the Company have an office located in Edinburg, Texas?

4.

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: Boyd Stanley, Sr. Vice-President
Address: One Chemical Plant Rd., Riceboro, GA 31323
Telephone: (800) 848-7659 Option 2
Fax: (912) 880-2078
Email: bids@polydyneinc.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.
Polydyne Inc. was incorporated in 1995.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
08/15/2023

Company/Vendor Name:
Polydyne Inc.

Printed Name and Title:
Boyd Stanley, Sr. Vice-President

Authorized Signatory:

Polydyne Inc.
A Delaware Corporation

HOUSE BILL 89 VERIFICATION

I, Boyd Stanley, the undersigned representative of

Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

SENATE BILL 13 VERIFICATION

I, Boyd Stanley, the undersigned representative of

Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

SENATE BILL 19 VERIFICATION

I, Boyd Stanley, the undersigned representative of Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

Riceboro

CITY OF ~~EDINBURG~~ **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Georgia

STATE OF ~~TEXAS~~

Liberty

COUNTY OF ~~HIDALGO~~

Boyd Stanley, being first duly sworn, deposes and says that: *(Name)*

(1) He is Sr. Vice-President of Polydyne Inc. (Company), the Bidder that has submitted the attached Bid;

(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 Boyd Stanley

Title Sr. Vice-President

Polydyne Inc., A Delaware Corporation

Subscribed and sworn to me this 15th day of August 20 23.

By: Rebecca Beasley

My Commission Expires
December 17, 2026

Notary Public

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/26 LIBERTY COUNTY, GA

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.**

Polydyne Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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 Boyd Stanley

Signature of vendor doing business with the governmental entity

08/15/23

Date

Boyd Stanley, Sr. Vice-President

Polydyne Inc., A Delaware Corporation

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.

Empty Container Pickup Service:

Polydyne Inc. utilizes Mauser Packaging Solutions for the removal of empty drums. Please coordinate directly with Mauser for the return of these containers. Mauser's Container Acceptance Policy and Pickup Request Form is attached. The County may also use the web form found at https://us.snf.com/mauser to request pickups.

Boyd Stanley
Sr. Vice-President

Polydyne Inc.

A Delaware Corporation

MAUSER Packaging Solutions	Container Acceptance Policy

General Acceptance Criteria

All used containers sent to MPS must conform to the following standards per applicable State and Federal regulations:[1]

- All closures (plugs, covers, closing rings, IBC caps, etc.) must be in place and secured in the same manner as if the container was being shipped full of product.
- Original content labels showing product name, manufacturer and associated health hazards must be intact and legible.
- All containers must be properly emptied:
  1. Containers must be as empty as possible using normal emptying methods (pouring, pumping or aspirating) ***and:***
     a. Non-bulk containers (under 119 gallons) can contain no more than one inch (or 3% by weight of the total capacity of the container) of solid (non-pourable) residue.
     b. Bulk containers (over 119 gallons) can contain no more than one inch (or .3% by weight of the total capacity of the container) of solid (non-pourable) residue.
  2. Used containers processed in California must be empty as defined by California regulations:[2]
     a. No material can be poured or drained from the container when it is held in any orientation (e.g., tilted, inverted, etc.).
     b. If the material is not pourable, no residues can remain in or on the container that can feasibly be removed by physical methods (excluding rinsing).

Product Review and Approval

- GENERAL MATERIAL CLASSES
  - Any drum or IBC generator new to the MPS system that operates in SIC Codes 28XX and 29XX must provide MPS with Safety Data Sheets (SDS) for all DOT hazardous materials they wish to ship to an MPS reconditioning facility.
- SPECIAL MATERIAL CLASSES
  - MPS does not accept residue types listed in Appendix A.
  - Containers that previously held materials listed in Appendix B must be triple-rinsed with a "triple rinse" label affixed to each container unless the MPS receiving facility has provided a specific exemption.
  - DOT Hazard Class 5.1 products must be drip-dry but do not have to be triple-rinsed.
  - DOT Hazard Class 5.2 products must be drip dry and are accepted only at the locations in Appendix C.

Non-Conforming Containers

Containers delivered to an MPS facility that are found upon inspection to be non-conforming to this policy will not be processed. Non-conforming containers (NCC) will be quarantined until such time as the generator arranges removal from the MPS site at their expense. All NCC will be removed within 10 business days of notification.

---

[1] 40 CFR 261.7; 49 CFR 173.29(a); 40 CFR 261.33(e);
[2] 22 CCR 66261.7

DOC ID: IPS/POL-ENV-005
Effective Date: 06/08/2021
Revision: 03
Approval: Ed Konyen

Appendix A: Products Never Accepted By MPS

- Acutely hazardous residues as defined by 40 CFR 261.33 "The RCRA P List"
- Biological Waste
- Cyclotetrasiloxane
- Dioxin bearing waste
- Explosives or flammable solids (DOT Class 1 & 4)
- Hydrofluoric Acid
- Hydrogen-Bonded Silicone Compounds not in compliance with Appendix D – SiH Approval Criteria
- Malathion/ Parathion
- Mercaptans, Pyridine and other extremely high odor compounds
- Mercury/Lead bearing materials
- PCBs
- Radioactive Materials
- Sodium / Potassium Permanganate

Appendix B: Products Accepted With Pre-Approval And/Or Triple-Rinse

- Acids of concentrations greater than 50%*
- DOT Class 5.1*
- DOT Class 5.2*
- FIFRA Regulated Materials
- Halogenated Organic Compounds
- Poisons: DOT Class 6, Packing Group I and II
- Poisons: Class B
- Poisons: WHMIS (Canada)
- Acrylonitrile
- Alkyl Chloride
- Ammonia Perchlorate
- Ammonium Bisulfite
- Ammonium Fluoride
- Aqua Ammonia
- Benzene
- Benzyl Chloride
- Butylacrylate
- Carbon Tetrachloride
- Chlorinated Parrafin
- Chlorinated Phenols
- Chloroform
- Chloroprene
- Dimethyl cyclohexylamine
- Ethylene Dichloride
- Formaldehyde
- Formic Acid
- Hexachlorobenzene
- Hydrogen Chloride
- Methyl Chloroform
- N,N---Ethyl Chloride
- Perchloric Acid
- Sodium Bisulfide
- Sodium Perchlorate
- Triethylamine
- Vinylidene Chloride

- ***Preapproved exemptions are listed in Appendix C***

Please note that certain MPS facilities may restrict the acceptance of additional materials due to high odor or other hazardous properties that conflict with their local operating circumstances.

Appendix C: Exemption List

Product	Facilities Exempt From Triple-Rinse Stipulation	Exemption Criteria
DOT Class 5.1	All facilities except: Clarkston (Reco IBC), Chillicothe (Reco IBC), San Bernardino (Reco IBC), Seattle (Reco Steel)	Container must meet "Drip-Dry" standard
DOT Class 5.2	Charlotte (Reco IBC), Chicago (Reco IBC), Cincinnati (Reco IBCy), Cleveland (Reco IBC), Hutchins (Reco IBC), Kemp (Reco IBC), North Wales (Reco IBC)	Container must meet "Drip-Dry Standard
Acids > 50%	Camden (Reco IBC), North Wales (Reco IBC), Charlotte (Reco IBC), Hastings (Reco IBC), Cannon Falls (Reco IBC), Cleveland (Reco IBC), Delphi (Reco IBC), Cincinnati (Reco IBC), St Louis (Reco IBC), Chicago (Reco IBC), Midland (Reco IBC), Kemp (Reco IBC), Houston (Reco IBC)	None
Agricultural Products not otherwise referenced in Appendix A or B:	Delphi (Reco IBC), Webster City (Reco IBC),	None

Appendix D: SiH Approval Criteria

Hydrogen-Bonded Silicon Compounds (SiH) are reactive under certain conditions and care is required when handling these materials. These hydrogen functional silicon compounds include some silanes, siloxanes and silicones, such as the methyl hydrogen polysiloxanes, and come in many forms, such as emulsions, fluids, elastomers and resins.

Any material containing SiH must be specifically reviewed and approved by Corporate EHS and Divisional leadership. Acceptable materials in this category require less than 50 ppb SiH and must not be at risk for generating hydrogen gas in explosive concentrations when exposed to water, or alkaline washes.

MPS maintains a list of approved SiH/silicone materials (IPS/TBL-ENV-003).

MAUSER Packaging Solutions

Container Acceptance Policy

Date	Revision	Authorization
2021-06-08	Updated Appendix C to reflect operational changes and improved appendices formatting.	Ed Konyen
2021-05-14	Added to Exemption List	Bryant McCracken
2021-04-08	Updated list of materials, added Appendix D SIH material references, removed isocyanates from Appendix B and document reference numbers.	Bryant McCracken
2021-03-12	Original Release	Kimberly Miller

DOC ID: IPS/POL-ENV-005
Effective Date: 06/08/2021
Revision: 03
Approval: Ed Konyen

Polydyne Inc.
General Information

Federal Identification No.	**34-1810283**
State of Incorporation:	**Delaware**
Date of Incorporation:	**August 21, 1995**
Administrative Offices:	**P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323**
Payment Address:	**P.O. Box 404642 Atlanta, GA 30384-4642**

Board of Directors

John Pittman

Officers

President	**John Pittman**
Secretary	**Christopher Gannon**
VP-Finance, CFO, Treasurer & Assistant Secretary	**Mark Schlag**
Senior Vice President	**Boyd Stanley**
Vice President	**Ken Luke**

***Authorized Signers-Non Officers**

Bobby Wise	**Controller**

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	**100**	**SNF Holding Company**
SNF Holding Company	**100**	**SPCM SA**
SPCM SA	**100**	**Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.**

Rev. 11/2022

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further
>
> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further
>
> RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further
>
> RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.

Christopher J. Gannon, Secretary

(SEAL)

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 8/15/2023

Polydyne Inc.
A Delaware Corporation

EMERGENCY RESPONSE PLAN

A. In case of a spill or other emergency, the Polydyne Inc. contact information is as follows:

- Marcus Ortiz, Technical Sales Representative, PH.: (713) 252-3215
- Rick Johnson, Regional Sales Manager, PH.: (281) 630-4591

Mr. Ortiz and Mr. Johnson both have extensive hands-on experience with Polydyne Inc. products and are qualified to answer any questions regarding the chemical.

Exclusively for chemical spills please contact Chemtrec at (800) 242-9300 24 hours a day.

Please refer to the attached Technical Data Sheet and Safety Data Sheets for information on safe handling and storage as well as first aid and fire-fighting measures regarding the proposed product.

Polydyne Inc. has a Quality Control Department and very effective quality procedures in place. In the event a situation occurs that needs correction, a procedure is in place to find a remedy to prevent further occurences.

Polydyne Inc. adheres to safety requirements as outlined in the Chemical Manufacturing Association's Responsible Care program and the NACD responsible care distribution process.

B. In the event of a natural disaster that affects one of Polydyne's manufacturing sites, eight other facilities, strategically located throughout the United States, exist. Product can be shipped from these facilities.

Boyd Stanley, Sr. Vice-President

Polydyne Inc.

08/15/22

Polydyne Inc.

A Delaware Corporation

SNF WATER SCIENCE

POLYDYNE

PRODUCT BULLETIN

CLARIFLOC C-6266 PWG POLYMER

PRINCIPAL USES

CLARIFLOC C-6266 PWG is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. Clarifloc C-6266 PWG is NSF certified for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7

PREPARATION AND FEEDING

CLARIFLOC C-6266 PWG is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 500 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC C-6266 PWG, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC C-6266 PWG is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-6266 PWG Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-6266 PWG**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF WATER SCIENCE

POLYDYNE

PRODUCT BULLETIN

CLARIFLOC CE-1620 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1620 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	80 %
Active Polyacrylamide Min.	41%
Specific Gravity	1.01 - 1.05
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.6 Lb/Gal

PREPARATION AND FEEDING

CLARIFLOC CE-1620 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	45.5 - 52.5
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.4 - 3.1

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1620, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-1620 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-1620 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC CE-1620**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm^2/s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.

Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Polydyne Inc.
(Full, correct legal name)

- Address: One Chemical Plant Rd.
  Riceboro, GA 31323

- Telephone/Fax: (800) 848-7659 Option 2
- Email address: bids@polydyneinc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3. Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Riceboro, GA

5. a. Does the Company have an office located in Edinburg, Texas?

4. 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: Boyd Stanley, Sr. Vice-President
Address: One Chemical Plant Rd., Riceboro, GA 31323
Telephone: (800) 848-7659 Option 2
Fax: (912) 880-2078
Email: bids@polydyneinc.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.
Polydyne Inc. was incorporated in 1995.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
08/15/2023

Company/Vendor Name:
Polydyne Inc.

Printed Name and Title:
Boyd Stanley, Sr. Vice-President

Authorized Signatory:
Boyd Stanley

Polydyne Inc.
A Delaware Corporation

HOUSE BILL 89 VERIFICATION

I, Boyd Stanley, the undersigned representative of

Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

SENATE BILL 13 VERIFICATION

I, Boyd Stanley, the undersigned representative of

Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

SENATE BILL 19 VERIFICATION

I, Boyd Stanley, the undersigned representative of Polydyne 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:

Boyd Stanley, Sr. Vice-President

TYPE/PRINT NAME AND TITLE:

08/15/23

DATE:

Polydyne Inc.
A Delaware Corporation

Riceboro

CITY OF ~~EDINBURG~~ **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Georgia

STATE OF ~~TEXAS~~

Liberty

COUNTY OF ~~HIDALGO~~

Boyd Stanley, being first duly sworn, deposes and says that: *(Name)*

(1) He is Sr. Vice-President of Polydyne Inc. (Company), the Bidder that has submitted the attached Bid;

(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 Boyd Stanley

Title Sr. Vice-President

Polydyne Inc., A Delaware Corporation

Subscribed and sworn to me this 15th day of August 20 23.

By: Rebecca Beasley

My Commission Expires
December 17, 2026

Notary Public

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/26 LIBERTY COUNTY, GA

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.**

Polydyne Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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 Boyd Stanley

Signature of vendor doing business with the governmental entity

08/15/23

Date

Boyd Stanley, Sr. Vice-President

Polydyne Inc., A Delaware Corporation

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.

REQUEST FOR BIDS

2023-32

ANNUAL PLANT CHEMICALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: August 4, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: August 22, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Annual Plant Chemicals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

1. INTRODUCTION

1.1. Summary

Water Plant Chemicals to be purchased (12 month Supply):

- NSF Chlorine (Ton cylinders)
- NSF Chlorine (150 lbs cylinders)
- NSF Liquid Aluminum Sulfate Polymer / Copper Sulfate Blend
- NSF Liquid Ammonium Sulfate (LAS)
- Sodium Chlorite
- Copper Sulfate (Large Crystals) BULK ORDER
- Filter Belt Press Polymer Water Plant

Wastewater Chemicals to be purchased (12 month Supply):

- Filter Belt Press Polymer Wastewater

1.2. Contact Information

Javier Valdez
Water Plant Manager
PO BOX 1079
Edinburg, TX 78540
Email: jvaldez@cityofedinburg.com
Phone: (956) 388-8220

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.3. Timeline

Release Project Date	August 4, 2023
Question Submission Deadline	August 11, 2023, 5:00pm
Proposal Submission Deadline	August 22, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Plant Chemicals

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 22, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 22, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-32" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, August 11, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Plant Chemicals

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Plant Chemicals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Objective

The City of Edinburg is soliciting sealed bid submissions for annual chemicals per the specifications listed below.

4.2. NSF CHLORINE

Estimated twelve (12) months requirement of NSF Chlorine for the Water Treatment Plants

- **10/2023 – 9/2024 -175 Tons – (350,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
- **10/2023 – 9/2024 - 35 Cylinders - (5,250 lbs.) of the 150 lbs. Cylinder NSF Chlorine (300 lb. Minimum Shipment)**

1. The product must be compressed liquid gas contained in approved one-ton or 150-pound containers.

2. The product must be approximately 100% chlorine strength.

3. The contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of twenty-one (21) 1-Ton Containers and Eight (8) 150 lb. cylinders on-site at all times. Breakdown: Twelve (12) 1-Ton at the West Edinburg Water Plant – 1752 South Mon Mack Road, Seven (7) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, and eight (8) 150 lb. cylinders at the Faysville Water Tower 12610 N. Highway 281 in Edinburg, Texas 78539.

4. The contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

5. All 1-ton containers, 150 lb. cylinders, and their contents delivered by the Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

6. The product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standards 60** for potable water treatment. **Certification for ANSI/NSF Standard 60 and Safety Data Sheet** or equivalent must accompany the bid quote.

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.3. NSF ALUMINUM SULFATE/POLYMER/COPPER SULFATE BLEND

Estimated twelve (12) month requirement of NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend for the Water Treatment Plant

- **10/2023 – 9/2024 - 3,600,000 lbs. (Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (12-month supply)**(Estimated) NSF Liquid Aluminum Sulfate / Polymer / Copper Sulfate Blend (4,500 – 5,000 gallons minimum shipment)

1. The product must be a single-product solution.

2. The product must have a specific gravity of between 1.20 - 1.62

3. The product must have a 1% polymer solution blend.

4. The product must have a **2%** copper sulfate solution blend and shipment shall be accompanied by a Certificate of Analysis stating the exact pounds of copper sulfate content.

5. The product must prevent the excessive build-up of algae on clarifier walls, weirs, and filters, and produce no more than a 0.5 mg/L copper residual in the finished water.

6. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute / National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

7. ANSI / NSF Standard 60 Certification and Safety Data Sheet or its equivalent must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

9. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.4. NSF LIQUID AMMONIUM SULFATE

Estimated twelve (12) month requirement of NSF Liquid Ammonium Sulfate for the Water Treatment Plant.

- **10/2023 – 9/2024 - 661,000 lbs. (Estimated) NSF Liquid Ammonium Sulfate (45,900 lbs. Minimum Shipment) 12-month supply** (Estimated) NSF Liquid Ammonium Sulfate (4,500 gals. minimum Shipment) for the (12) month)

1. Must conform to American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical – Health Effects, ANSI/NSF 60; shall be furnished with bid documents.

2. Must conform to American National Standards Institute/American Water Works Association Standards for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standards.

3. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or its equivalent must accompany the bid quote.

4. The Liquid Ammonium Sulfate Solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the City's location.

5. Will be used as a source of ammonia in the formation of chloramines to disinfect the treated water.

6. The physical and chemical properties of the Liquid Ammonium Sulfate shall be as follows:

- Colorless to slightly yellow liquid
- Slight ammonia odor
- Complete solubility in water
- Specific gravity of 1.2 – 1.23
- pH of 4.8 – 7.5
- Molecular Weight of 132.13
- Density of 10 – 10.25
- Ammonium Sulfate 30.0 – 40.0% WT

7. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.5. SERVICE TO PROVIDE CHLORINE DIOXIDE

Estimated twelve (12) month requirement of Sodium Chlorite for the Water Treatment Plant.

- **(10/2023 – 09/2024) - 245,000 lbs. Estimated Sodium Chlorite (12-month supply)**

Service contract to provide Chlorine Dioxide (CLO2), generated on-site, as a pre-oxidant disinfectant, taste and odor, chlorite, chlorate, and trihalomethane control measure. The application for drinking water from various surface supplies.

It shall be understood and agreed that the duration of this contract will be for twelve (12) months and that the price stated shall remain firm for the duration of the contract. The price quoted shall be for two (2) new chlorine dioxide generator units, each with an emergency backup unit, or by having spare parts easily available at each location within the City. The units shall be located at two (2) raw water intake sites (Pump Station #1 @ West Tower & at the West Treatment Plant) location.

For a Total supply of 245,000 lbs. – Sodium Chlorite for a 1-year supply (45,000 lbs. Minimum Shipment)

1. The successful bidder shall supply a system for generating CHLORINE DIOXIDE (CLO2) as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The unit shall be capable of delivering the required amount of CLO2 at each feed point on a continuous basis, 24 hours a day. No chlorine dioxide tanks and subsequent feed pumps shall be used.

2. The unit shall be properly sized and designed specifically for the intended application set forth in the general description above. The unit shall be equipped with a flow measuring device to assist in maintaining system efficiency and to prevent waste to plant water.

3. The reaction product purity shall not be less than 95% CLO2, in continuous online maximum-rated flow production. The unit must NOT be pH dependent to operate.

4. Bidder shall supply all equipment and materials necessary to generate solution on-site except for electricity, plant water at system pressure, chlorine gas, and pH adjustment material. All equipment and materials furnished shall be suitable for the application specified and shall comply with all Federal, State, and Local Codes, Laws, and Ordinances.

5. The bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems. Bidder's equipment must meet (ANSI/NSF) Standard 61 for use in public potable water systems as well.

The solution shall conform to:

- Active Ingredient: 25% (+/- 1% by wt.) Na CLO2
- Inert ingredient: 75% (+/- 1% by wt.) H2O
- Appearance: Pale yellow slightly hazy liquid
- Shelf Life One (1) year, minimum
- Density: 10.3 to 10.5 lbs./gallon

Product Bulletins, Safety Data Sheets, and a certificate of analysis, including chlorite and chlorate concentration shall be provided for each truck load of sodium chlorite solution delivered.

6. Bidder shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

7. Bidder shall supply, install, and maintain two (2) new heavy-duty, double-walled, sun-resistant (black tanks) bulk chemical storage tanks for receiving, storing, and dispensing sodium chlorite on site. Tank capacity shall be no less than five thousand (5,000) gallon capacity. Bidder shall provide signage and warning of hazards in the storage and generation area. The bulk tank shall be equipped with an ultrasonic level monitoring indicator so as to monitor the level inside the tank at the tank location. The bidder will be responsible for the proper operation and setup of said level indicator.

8. Bidder shall supply to the City, an approved Test Kit for the purpose of measuring generator effluent efficiencies, Chlorine Dioxide residuals, and Chlorite residuals. The Test kit must be EPA Approved for test reporting. The bidder will be responsible for training plant personnel in the use of these units. In the event of a unit malfunction, the contractor must supply a replacement unit within three days of notification. The City will be responsible for purchasing reagents and necessary equipment from competitive vendors in order to obtain the lowest price. The City is to retain the test kit upon the end of the contract period and will be considered City property.

9. Deliveries of sodium chlorite shall be by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures. ALL SPILLS AND LEAKAGE REGARDLESS OF SIZE SHALL BE PROPERLY AND IMMEDIATELY CLEANED UP BY BIDDER'S PERSONNEL.

- All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.
- Proper labeling, including hazard warnings, will be required on all delivery trucks.
- Safety loading and unloading checklist will be used and signed before any chemical is delivered.

10. Prior to installation of the system, the bidder shall deliver a complete and detailed installation and operation manual, including illustrations and drawings, Safety Data Sheets, and other hazardous warning information.

11. Bidder shall provide all necessary labor and materials for a complete installation. All work will be performed by workmen skilled and experienced in the necessary crafts.

The bidder shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety and shall maintain a complete inventory of spare parts in local stock. All maintenance shall be performed by **TRAINED TECHNICIANS** familiar and experienced with the bidder's equipment. **SAID TECHNICIAN SHALL BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, AND SHALL RESPOND WITHIN 2 HOURS, ONCE NOTIFIED OF ANY EMERGENCY**. He shall bring any and all replacement parts and tools required with him on the first response. Bidder shall absorb all repair costs.

12. Bidder's technician shall perform monthly routine generator efficiency reports, inspections, and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days. During each inspection, the bidder's technician shall:

- Inspect the entire chlorine dioxide system for leaks and malfunctions.

- Analyze influent and effluent treated water for chlorine dioxide
- Analyze treated water for Total and Free Chlorine Residual, utilizing the DPD Method and Chlorine Dioxide Residuals at the application point, Plant influent, and the Point of Entry to the distribution system, utilizing the Amperometric Method II as outlined in the Standard Methods for the Examination of Water and Wastewater or approved equal.
- Check and calculate overall CLO2 generator efficiency at various flow rates.
- Review Plant records and conduct required testing to ensure maximum generator efficiency.
- Provide initial or additional training to Plant Operators as required to maintain the proficiency of all involved personnel, including the viewing of a Chlorine Dioxide Safety Video.

Bidder shall absorb all costs for the analytical, inspection, and preventive maintenance program set out above.

13. Startup and initial training shall be provided at no additional charge, and will include training operating PERSONNEL in the following areas:

- Checking the equipment installation.
- Physical properties of chlorine dioxide, chlorine gas, chlorite, chlorate, and/or any other chemicals used in the system.
- Chemistry/Methods of chlorine dioxide generation.
- How to optimize generator performance.
- Maintenance and repair procedures.
- Sampling and analytical procedures for chlorine dioxide, chlorine, and chlorite determinations, yields, and residuals.
- Safety considerations in operations and chemical handling, including viewing of a comprehensive Chlorine Dioxide Safety Video.

14. Bidder shall provide the following tests every month during the life of the contract agreement; sampling consists of two(2) distribution three-sample sets, and two (2) Point of Entry samples, for a total of eight (8) sample analyses. Methods of analysis shall be as specified in 40 Code Federal Regulations or by any alternative analytical technique specified by the Executive Director and approved by the Administrator under 40 CFR ‘ 141.27. All samples to be analyzed by a laboratory certified by the Texas Department of Health Bureau of Laboratories. Bidder shall absorb all testing costs.

- Chlorite Analysis - Eight (8) will be collected at the following locations:
  - POE DTP -Point of Entry Down Town Plant
  - 22420 FM 1017

- 422 E. Lovett
- 1521 Ivy Lane
- POE West TP - Point of Entry West Treatment Plant
- 122 N. McColl Rd.
- 3511 Lancelot
- 135 Alberta Rd.

- Total Trihalomethane Analysis - Six (6) will be collected at the following locations:
  - 22420 FM 1017
  - 422 E. Lovett
  - 1521 Ivy Lane
  - 122 N. McColl Rd.
  - 3511 Lancelot
  - 135 Alberta

15. Bidder's chlorine dioxide equipment shall be capable of functioning manually, automatically, and proportionally.

- Manual ON-OFF operation shall occur by the switch. During the OFF cycle, generation equipment, and effluent piping shall be automatically purged of chlorine dioxide solution.
- Automatic operation shall occur by 24 hours a day, 7 days a week timer. A water purge shall occur automatically during OFF time to adequately evacuate generation equipment and effluent piping of chlorine dioxide solution.
- Proportional control shall feed precursor chemicals in direct proportion to a 4-20 mA signal. Plant to provide 4-20 mA signal used on Plant's water production.
- Bidder's chlorine dioxide equipment will have an emergency shut-down device to stop the chlorine dioxide generation process as well as an emergency purge cycle to evacuate all chlorine dioxide solutions from generation equipment and associated piping.
- Bidder's chlorine dioxide equipment shall contain a switch device and means to alarm plant operations of a loss of chlorine. Said switch device will be interlocked to shut down the precursor chemical system.
- Bidder's chlorine dioxide equipment shall contain a notification device and means of alarm to plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and chemical injection system.

- Bidder shall provide a copy of a valid and applicable commercial general liability policy with $1,000,000 per occurrence, $3-5 million dollar aggregate limits with additional insured endorsement, and pollution coverage extension endorsement.
- Bidder shall guarantee pricing for the duration of the contract.
- The bidder's current credit rating must be provided with the bid.
- The delivery product shall be no more than five (5) days after notification by authorized CITY PERSONNEL.
- Bidder shall submit a bid based on a price per pound of specified sodium chlorite solution, which shall be F.O.B. The City of Edinburg, and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the bid price.
- In the event, the chlorine dioxide equipment is no longer required, or desired, or a different bidder is successful, the bidder will be given thirty (30) days' notice and shall remove the equipment at the bidder's expense.

16. All bidders will be required to submit proof of qualifications, including references, all insurance coverage, names of current SERVICE PERSONNEL, EPA registration number for sodium chlorite, laboratory qualifications, ANSI/NSF Standard 60 & 61 Certification, Material Data Sheets, written acceptance of State Regulatory Officials if account references (or no references are available) are outside of the State of Texas, and all other pertinent information related to this bid. The undersigned hereby certifies that he/she understands all the above, has read them carefully, and shall deliver and furnish all articles or services specified in this specification.

17. Neither the Contractor nor his employees engaged in the delivery and off-loading of the related materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

18. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.6. COPPER SULFATE (LARGE CRYSTAL)

Estimated twelve (12) month requirement of Copper Sulfate (Large Crystal) for the Water Treatment Plant.

- **(10/2023 – 9/2024) - 12,000 lbs. Estimated – Copper Sulfate (LARGE CRYSTAL SIZE) (BULK ORDER)**
  The product is to be delivered to the West Water Treatment Plant located at 1752 South Mon Mack Road in Edinburg, Texas.

1. The product must be of a LARGE CRYSTAL SIZE and odorless.

2. The product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60 Fahrenheit. The product must have an active ingredient of at least 99% copper sulfate.

3. The product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment.

4. Certification for ANSI/NSF Standard 60 and Safety Data Sheet or equivalent must accompany bid quote.

5. The product must be soluble in water and must be in sealed containers/sacks equal to fifty (50) pounds.

6. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

7. The contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.7. City of Edinburg Water Treatment Plant (1752 S. Mon Mack Rd.) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums on an as-needed basis. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 20 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The vendor must conduct three (3) polymer integrity evaluation analyses during the fiscal year.

7. The product supplied MUST be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA): be acceptable to the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) and conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) for use with potable water.

8. The polymer will be similar to CLARIFLOC C-6266 PWG (Polydyne, Inc.) F-2008P (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Milky
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – very high
- Approximate Bulk Density – 1.04
- Average Non-Volatile Solids (%) – 47
- Recommended working concentration (g/l) – 10
- Bulk Viscosity – (cps) – 1200
- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 g/l Active Content – 92
- Approximate viscosity @ 5 gll Active Content (cps) – 1600
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

9. Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

10. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

4.8. City of Edinburg Wastewater Treatment Plant (1201 N. "M" Road) – Belt Filter Press Polymer

Estimated quantities based on projected usage during a twelve (12) month period. The City will be ordering approximately four (4) drums, as needed, per month. The City may increase or decrease the usage depending on the availability of funds.

- **(10/2023 - 9/2024) - 100 drums Estimated - Belt Filter Press Polymer**

****Actual quantities may vary significantly and are dependent on yearly service requests.**

1. The unit prices for this contract shall remain the same, whether the City buys more or less than the amount of the product, and will not increase or decrease more than 25% without the consent of the vendor.

2. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified from the time of acceptance and issuance of the Purchase Order.

3. The bid price shall include any freight charges, deposits, rent, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.

4. The unit price per 55-gallon drum shall be specified by the bidder.

5. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

6. The approved polymer will have the Clarifloc CE-1620 (Polydyne Inc.) FBS C1683 (Fort Bend Services) FB-2308 (Chemnation, Inc.) Polymer characteristics, or an approved equal. Any vendor proposing an approved equal must first perform an integrity evaluation analysis prior to submittal of the Bid and be added to The City's Approved list of Polymers **(failing to submit analysis will deem the bid nonresponsive)**:

- Appearance – Opaque liquid
- Ionic Character – Cationic
- Charge Density – very high
- Molecular Weight – high
- Approximate Bulk Density – 8.66
- Specific Gravity – 1.04
- Active Content (%) – 43
- Bulk Viscosity – (cps) – 1200
- pH – 3-5
- Maximum Concentration (gll) – 10

- Stability of D.I. Solution (days) – 1
- Dilution to Obtain 5 gll Active Content – 93
- Approximate viscosity @ 5 gll Active Content (cps) – 800
- Storage Temperature (Degree C) – 0-35
- Shelf Life (months) – 6

7.Neither the Contractor nor his employees engaged in the delivery and off-loading of the materials shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

8. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from any and all losses, damages, or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

*5.1.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.3. 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

*5.1.4. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.6. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.8. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the

City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.9. If awarded the 1295 form will need to be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

*5.1.10. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.2. General Conditions for Plant Chemicals

Please download the below documents, complete, and upload.

*5.2.1. The attached form will need to be filled out and uploaded.**

Please download the below documents, complete, and upload.

- General_Conditions_for_Plan...

*Response required

6. PRICING PROPOSAL

ANNUAL CHEMICALS

The quantities shown are estimates and can change.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	175	Tons	NSF Chlorine Gas (Ton Cylinders)		
2	35	Cyls	NSF Chlorine Gas (150 lb. Cylinders)		
3	3,600,000	lbs	NSF Liquid Aluminum Sulfate/Polymer/Copper Sulfate Blend		
4	661,000	lbs	Liquid Ammonium Sulfate (LAS)		
5	245,000	lbs	Sodium Chlorite w/Service Maintenance Contract		
6	12,000	lbs	Copper Sulfate (LARGE CRYSTALS) (BULK ORDER)		
7	20	drums	Water Treatment Plant Belt Filter Press Polymer		
8	100	drums	Wastewater Treatment Plant Belt Press Polymer		
TOTAL					

EXHIBIT “B” – CERTIFICATE OF INSURANCE AND 1295

AGREEMENT BETWEEN CITY OF EDINBURG AND POLYDYNE INC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Andrea Kim
EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8th Floor New York, NY 10036	PHONE (A/C, No, Ext): 212.293-6203 FAX (A/C, No): 212.488.0220 E-MAIL ADDRESS: andrea.kim@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445
INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682
INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Polydyne Inc.
One Chemical Plant Road
PO Box 250
Riceboro GA 31323

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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		IEPICB5ZFB003	12/31/2022	12/31/2023	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 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		10ABR30602	12/31/2022	12/31/2023	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 $	Y		IEELCASB5ZFD003	12/31/2022	12/31/2023	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 / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10WNR30600	12/31/2022	12/31/2023	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)

The The City of Edinburg is included as Additional Insured where required by written contract with respect to liability arising out of the operations by the Named Insured as per terms and conditions of the policies. 30 days notice of cancellation provisions as per the terms and conditions of the policy.
RE: BI#2023-32 ANNUAL PLANT CHEMICALS

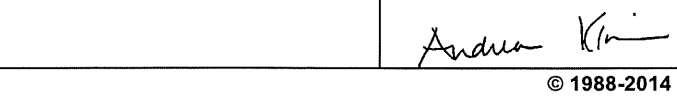
CERTIFICATE HOLDER

The City of Edinburg
P.O. 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 1



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1067123

Date Filed:
09/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Polydyne Inc.
Riceboro, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2023-32 Annual Plant Chemicals
Bid no. 2023-32 Annual Plant Chemicals.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Boyd Stanley, Sr. Vice-President, and my date of birth is April 10, 1960.

My address is One Chemical Plant Road (street), Riceboro (city), GA (state), 31323 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Liberty County, State of GA, on the 1st day of Septemeber (month), 20 23 (year).

Boyd Stanley
Sr. Vice-President
Signature of authorized agent of contracting business entity
(Declarant)

WATER PLANT
CHEMICALS (Venders List)

1 DPC Industries Inc.
5245 Sun Belt Dr.
Corpus Christi, TX 78408
361-289-6947
ceking@dxgroup.com

2 Airgas USA, LLC
201 N. 23rd Street
McAllen, TX 78501
956-686-7622
Javier.olmos@airgas.com

3 Linde
1021 West Ferguson
Pharr TX 78577
956-227-8261
marco.alvarez@linde.com

4 POLYDYNE INC
1 Chemical Plant Road
Riceboro, GA 31323
281-630-4591
rjohnson@polydyneinc.com
Rick Johnson

5 International Dioxcide
40 Whitecap Drive
North Kingstown, RI 02852
800-477-6071
idi.cs@chemours.com

6 Valley Solvents & Chemical
P.O. Box 18
Combes, Texas 78535
956-423-2791
orders@valleysolvents.com

7 CHEMNATION
506 Stonegate Dr. Suite 200
Katy, TX 77494
866-477-2170
doneal@chemnationinc.com
Dan O'neal

8 Amchem Inc
103 N Canal St
Los Fresnos, TX 78566
956-453-4795
john@amcheminc.com

9 Southern Ionics, Inc.
12901 Bay Park Road
Pasadena, Texas 77507
281-474-4826
sii_custserv@southernionics.com

10 Thermal Scientific, Inc.
P.O. Box 2273
Mansfield, TX 76063
432-337-2352
TSO@thermalsci.com

11 GAC Chemical Corporation
34 Kidder Point Road
Searsport, ME 04974
800-266-5155 or 207-548-2525
customerservice@gacchemical.com

12 Chemrite, Inc.
5202 Belle Wood Ct #104
Buford, GA 30518
770-271-5576
orders@chemrite.com
Aaron@chemrite.com

13 Fort Bend Services Inc.
13303 Redfish Lane
Stafford, TX 77477
800-933-3678 or 281-261-5199
tfaber@fortbendservices.com

14 Shrieve Chemical Company
1755 Woodstead Court
The Woodlands, Texas 77380
281-367-4226
JDavis@cshrieve.com

15 Univar USA
125 N. G Street
Harlingen, TX 78550
956-423-2595
cuspsolscentral@univarsolutions.com

16 Rocky Mountain Industrial Supply
1711 English Ave.
Casper, WY 82601
307-472-5519
info@rmiwyoming.com

WATER PLANT
CHEMICALS (Venders List)

17 Evoqua Water Technologies
2650 Tallevast Road
Sarasota, Florida 34243
800-345-3982
municipalservices@evoqua.com

18 CHEM ONE CORPORATION
14140 Westfair East Drive
Houston, TX 77041
713-896-9966 ext. 170
lynne@chemone.com

19 CHEMTRADE CHEMICALS CORP.
PO BOX 730276
Dallas, TX 75373-0276
844-204-9675
rnaranjo@chemtradelogistics.com
cssorders@chemtradelogistics.com
Robert Naranjo

20 BRENNTAG SOUTHWEST, INC
PO Box 970230
Dallas, TX 75397
713-450-6636 or 713-330-8570
jbarrios@brenntag.com
gtullier@brenntag.com
Jacob Barrios or Gayle Tullier

21 GEO SPECIALTY
9213 Arch Street Pike
Little Rock, Arkansas 72206
225-485-2842
brad.spangler@goesc.com

22 HARCROS CHEMICALS, INC
4606 New West Drive
Pasadena, TX 77507
832-731-6190
sam.sullivan@harcros.com
Sam Sullivan

23 MECO LLC
5021 Riverroad
Harahan, LA 70123
504-733-6763
nkraemer@mecollc.com
Norman Kraemer

24 DIXIE PETRO CHEMICAL INC
801 Gum Spring Rd.
Longview, TX 75602
281-474-3271
281-291-2698
info@dixiechemical.com

25 THATCHER CHEMICAL COMPANY INC
1905 FORTUNE ROAD
Salt Lake City, UT 84104
801-972-4587 ext. 1441
Wendy Richmond
wendy.richmond@tchem.com

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.F.

1. **Agenda Item:**
Consider Awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, to Landmark Structures I, L.P. in the Amount Not to Exceed $5,037,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
On Thursday, July 20, 2023, Requests for Proposals (RFP) were opened for RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank. Four Proposals were received and opened. After review and tabulation by the RFP committee, staff recommends awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank to Landmark Structures I, L.P. in the amount not to exceed $5,037,000.00.

The RFP Committee consisted of an Assistant City Manager, the Director of Utilities, the Director of Water Resources, the City Engineer, and the Project Engineer.

Below is the list of contractors who responded to the proposal:

Caldwell Tanks, Inc. - $5,347,000.00

CB & I., - $5,847,003.00

Landmark Structures I, L.P. - $5,037,000.00

Phoenix Fabricators and Erectors, LLC - $5,690,000.00

The project will consist of constructing a One (1) million gallon composite elevated water storage tank, installing approximately 1,480 LF of 16" Water line and 270 LF of 12' Water line.
The tower is scheduled to be completed within 481 days from the issuance of the notice to proceed.

Funding is available through the American Rescue Plan Act (ARPA) Funds. The Edinburg Economic Development Corporation will also participate with the construction cost of this project.

The proposed one (1) million gallon elevated water storage tank will provide additional water storage and pressure in the area. The elevated water storage tank will be located north of the intersection of US Business 281 and Monte Cristo Rd.

3. **Staff's Recommendation:**
Approved Awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, to Landmark Structures I, L.P. in the Amount Not to Exceed $5,037,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by: **Prepared by:**

Attachments:

A. Bid Tabulation
B. Request for Proposals
C. Caldwell Tanks Inc Proposal
D. CB&I Proposal
E. Landmark Structures I L.P. Proposal
F. Phoenix Fabricators and Erectors LLC Proposal
G. Engineers Recommendation Letter
H. Evaluation Score Summary
I. Agreement

THE CITY OF Edinburg

RFP 2023-008 - Business 281 One (1) Millio Gallon Composite Elevated Water Storage Tank

Opening: July 20, 2023 at 3:00 p.m.

				Caldwell Tanks, Inc.		CB&I		Landmark Structures I, L.P.		Phoenix Fabricators and Erectors, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$4,427,600.00	$4,427,600.00	$4,520,839.00	$4,520,839.00	$3,987,000.00	$3,987,000.00	$4,267,000.00	$4,267,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$155,000.00	$155,000.00	$389,936.00	$389,936.00	$450,000.00	$450,000.00	$350,000.00	$350,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along the west of Bus. 281 from the City's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	1	LS	$346,000.00	$346,000.00	$494,429.00	$494,429.00	$300,000.00	$300,000.00	$625,000.00	$625,000.00
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$68,400.00	$68,400.00	$76,392.00	$76,392.00	$50,000.00	$50,000.00	$95,000.00	$95,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$315,000.00	$315,000.00	$330,407.00	$330,407.00	$215,000.00	$215,000.00	$318,000.00	$318,000.00
	Total			$5,312,000.00		$5,812,003.00		$5,002,000.00		$5,655,000.00	

Allowance				Caldwell Tanks, Inc.		CB&I		Landmark Structures I, L.P.		Phoenix Fabricators and Erectors, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	Total			$35,000.00		$35,000.00		$35,000.00		$35,000.00	
	Final Total with Allowance			**$5,347,000.00**		**$5,847,003.00**		**$5,037,000.00**		**$5,690,000.00**	

REQUEST FOR PROPOSAL

2023-008

BUSINESS 281 ONE (1) MILLION GALLON COMPOSITE ELEVATED WATER STORAGE TANK

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: June 2, 2023

DEADLINE FOR QUESTIONS: July 14, 2023

RESPONSE DEADLINE: July 20, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

I. Introduction .....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications .....
V. Vendor Questionnaire .....
VI. Pricing Proposal .....
VII. Evaluation Criteria .....

Attachments:

A - Post_Bid_Procedures

B - Sample_Agreement

C - General_Conditions

D - Supplementary_Conditions

E - Business 281 Elevated Water Storage Tank Plans and Technical Specifications

F - Warranty

1. INTRODUCTION

The purpose of the RFP is to solicit and obtain from interested parties (also referred to herein as "Vendor" or "Vendors") the best possible proposal for the Business 281 One Million Gallon Elevated Storage Tank. The City of Edinburg intends to select the most competitive proposal that meets the City's requirements and specifications listed within the proposal and then enter into negotiations with the Vendor/s for purposes of reaching a satisfactory agreement for the City for the Business 281 One Million Gallon Elevated Storage Tank.

1.1. Summary

The project will consist of constructing a One (1) million gallon composite elevated water storage tank and installing approximately 1,480 LF of 16" Water line.

1.2. Background

The city's goal is to construct a One (1) million-gallon elevated water storage tank, so as to improve the water demands north of the city limits and maintain the proper water pressure within the Monte Cristo and I-69 area.

Project Engineer:

Melden & Hunt, Inc.
115 W. McIntyre St.
Edinburg, TX 78541
Phone: (956) 381-0981
Fax: (956) 381-1839

1.3. Contact Information

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.4. Timeline

Release Project Date	June 2, 2023
Pre-Proposal Meeting (Non-Mandatory)	June 29, 2023, 10:30am City of Edinburg Engineering Conference Room - 2nd Floor 415 W. University Drive Edinburg, TX 78539
Question Submission Deadline	July 14, 2023, 5:00pm
Proposal Submission Deadline	July 20, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Thursday, July 20, 2023.

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 78541, at 3:00 pm, Thursday, July 20, 2023.

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. 2023-008" 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 acceptability 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. 2023-008

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, July 14, 2023.

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.

Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or

national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964 after Civil Rights Act and federally mandated procurement contract provisions at Appendix II to 2 CFR Part 200.

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at **www.sam.gov.** All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

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 Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank 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.

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.

RESPONDENT RESPONSIBILITY

It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

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.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer’s reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

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.

SECURITY DEPOSIT

A. Proposals shall be accompanied by a Security Deposit.
B. The Security Deposit of the Respondents will be retained until after the Contract is executed.
C. After execution of the Contract, Security Deposits will be returned to the Respondents.
D. If no Contract is awarded, all Security Deposits will be returned to the respective Respondents.

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.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

3.4. CERTIFIED CHECK/CASHIER'S CHECK

A. Make certified check or cashier's check (security checks) payable to the Owner.

B. The security checks are submitted on the condition that if the Respondent is named apparent Low Respondent and then fails either to timely execute the Agreement or to timely provide any required bonds, or to do both, then in that event the Owner will cash the security check.

C. The Owner will retain an amount equal to the difference between the proposal of the Respondent providing the security check and the proposal of the Respondent who is finally awarded the Contract and who executes the Agreement and provides the required bonds.

D. Any balance remaining will be reimbursed by the Owner to the Respondent who provided the security check.

4. SPECIFICATIONS

The intent of this Request for Proposal and resulting contract is to obtain proposals for the construction of the Business 281 One Million Gallon Elevated Storage Tank.

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. Letter of Intent from Surety Company to provide Payment and Performance Bonds shall also be required from the proposer as part of RFP.

4.1. Construction of composite Elevated Water Tower

The project will consist of the installation of 16" water lines and the construction of the Business 281 One Million Gallon Composite Elevated Storage Tank.

The following milestones will be added to the agreement, if awarded:

Milestone 1: Mobilization

Milestone 2: Initial Sitework for Tank Construction

Milestone 3: Concrete Support Pedestal

Milestone 4: Steel Tank

Milestone 5: Coatings

Milestone 6: Mechanical

Milestone 7: All electrical work

Milestone 8: Tank Finish Work such as floors, ladders, doors, etc.

Milestone 9: Water lines along BUS. 281 and to the tank supplying water

Milestone 10: Paint Logo

Milestone 11: Remaining Site Improvements such as paving, drainage, fencing, etc.

Milestones can be requested by the selected contractor to be reordered with the approval of City Engineer and Engineer of Record.

The latest adopted City Standards Manual must be used: https://cityofedinburg.com/departments/engineering/engineeringstandardsmanual.php. In case of discrepancies, most stringent shall govern.

4.2. SUBMITTAL

For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

1) Cover Letter - A brief introductory letter of representation.

2) Executive Summary - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.

3) Degree of Compliance - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

4.3. CONTENTS - The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

1) UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 2 pages in length.

2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications): The CITY is seeking a contract with a competent firm(s); with a minimum of 5 years' experience of installation of the ONE (1) MILLION GALLON COMPOSITE ELEVATED STORAGE TANKS.

a) Qualifications:

i) List Firm's qualifications and ability to perform the service requirements.

ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.

b) Experience

i) Number of years of experience as a General Contractor.

ii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, date services provided and name, titles, and
telephone numbers of each client or client's representative.

iii) Specific experience with public entity clients, especially large municipalities. If company submitting proposal for new construction has provided services to the CITY
in the past, identify the name of the project and the department for which services were provided.

iv) If company submitting proposal for this project is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.

v) Provide the following information for key personnel to be assigned to this project:
1) Total years' experience.

2) Primary work assignment for the projects outlined in this RFP.
3) Relevant experience with projects of similar size and scope.

c) Previous Project Performance:

i) Provide evidence of satisfactory performance on past projects

ii) List past assignments over the past five (5) years

iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.

iv) Provide five recent references who may be contacted to verify performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

d) Quality of Service:

i) Company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK – Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract.

ii) Describe company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)

iii) If company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

3) Proposal Pricing/Delivery - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project as stated in the SCOPE OF WORK (Page 2).

4) Contractor Background Information - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.

5) References - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

6) Schedule – Proposer shall submit the amount of working days that will take company to complete project.

4.4. AWARD OF CONTRACT, RESERVATION OF RIGHTS

Final Selection and City Council Approval
The CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of a company submitting proposal for the BUSINESS 281 ONE MILLION GALLON ELEVATED STORAGE TANK is subject to City Council approval.

Remedy of Technical Errors
The CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. The CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Insurance and Indemnity
If selected, vendor/s submitting proposal for **BUSINESS 281 ONE MILLION GALLON ELEVATED** STORAGE TANK will be required to comply with the Insurance and Indemnity Requirements established herein.

Independent Contractor

The company/s submitting proposal for the **BUSINESS 281 ONE MILLION GALLON ELEVATED STORAGE TANK** agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting proposal for the PROJECT NAME actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed

Execution of a contract does not obligate the CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal for the **BUSINESS 281 ONE MILLION GALLON ELEVATED STORAGE TANK** through individual Purchase Orders.

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. Please attach any additional information for this project.

5.5. Required Forms

*5.5.1. 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

*5.5.2. Please fill out and sign the Qualifications General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

*Response required

*5.5.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.5.4. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.5.5. 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

*5.5.6. 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

*5.5.7. 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

*5.5.8. 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 at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

5.6. Solicitation Forms

*5.6.1. Please fill out and sign the attached Insurance Requirement Acknowledgement form.**

- Insurance_Requirement_Ackno...

*Response required

*5.6.2. Please fill out and sign the Project Requirements Acknowledgement Form.**

- Project_Requirements_Acknow...

*Response required

*5.6.3. Please fill out and attached the Contractor Notice of Intent to Respond.**

- Contractor_Notice_of_Intent...

*Response required

*5.6.4. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.6.5. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.6.6. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

*Response required

*5.6.7. Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- F_-_Equipment_&_Material_Li...

*Response required

*5.6.8. Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

*5.6.9. Please fill out and sign the attached Performance Bond form and upload here.**

Please download the below documents, complete, and upload.

- K_-_Performance_Bond.pdf

*Response required

*5.6.10. Please fill out and sign the Payment Bond and upload here.**

Please download the below documents, complete, and upload.

- L_-_Payment_Bond.pdf

*Response required

*5.6.11. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

*Response required

*5.6.12. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

*Response required

*5.6.13. Please fill out the attached Resolution of Corporation.**

- Resolution_of_Corporation.pdf

*Response required

*5.6.14. Please fill out and sign the Contract's Resolution on Authorized Representative**

- Contracts_Resolution_on_Aut...

*Response required

*5.6.15. Please fill out, sign, and notarize the Contractor's Act of Assurance.**

- Contractors_Act_of_Assuranc...

*Response required

*5.6.16. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

*5.6.17. Please fill out the Past Performance Reference document and upload here. A minimum of 5 Past Performance References are required.**

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

*5.6.18. Please attach your Submittal Checklist.**

- Submittal_Checklist.pdf

*Response required

*5.6.19. Please upload resumes of team and subcontractors.**

*Response required

*5.6.20. Please upload three (3) positive reference letters.**

*Response required

5.7. ARPA Required Certifications

*5.7.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

*Response required

*5.7.2. Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

*Response required

*5.7.3. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

*Response required

*5.7.4. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

*Response required

*5.7.5. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

*Response required

*5.7.6. Please fill out and sign the Non-Collusion Affidavit and upload here.**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

6. PRICING PROPOSAL

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS		
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS		
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along the west of Bus. 281 from the City's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS		
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS		
TOTAL					

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	
TOTAL					

7. EVALUATION CRITERIA

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Proposer's itemized and total proposed price** SAMPLE: Utilizing the 80% Spread Formula Contractor Price Points Offeror No. 01 $1,000,000.00 50.0 Offeror No. 02 $1,050,000.00 46.67 Offeror No. 03 $1,100,000.00 43.33 Offeror No. 04 $1,150,000.00 40.0 70% spread: 50 x 70% = 35.0 points Results: 15 points spread 75% spread: 50 x 75% = 37.5 points Results: 12.5 points spread 80% spread: 50 x 80% = 40.0 points Results: 10 points spread 85% spread: 50 x 85% = 42.5 points Results: 7.5 points spread 90% spread: 50 x 90% = 45.0 points Results: 5 points spread 95% spread: 50 x 95% = 47.5 points Results: 2.5 points spread If the committee decided to utilize the 90% spread formula, Offeror No. 04 is only 4 points away from Offeror No. 1. The committee may feel that a 4 point difference is too close, and is unfair to the lowest price offeror. A 70% spread, or 12 point difference, may be too far	Points Based	50 *(50% of Total)*

	spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a $1 Million project. The point spread could be very different on a $300,000.00 project budget versus a $30 million project budget. After the percentage spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 50 points and the highest offeror gets 40 points. Everyone else in the middle will get their points scored proportionately (extrapolated). This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers submitted, and on the price spread differences between all offerors.		
2.	**Experience** Demonstrated prior experience for similar projects. Include last 10 completed projects matching this RFP or the last 5 years of similar completed, whichever does not exceed 10 projects. Provide original project start date, original substantial completion date and actual substantial completion date. Provide owner's representative (name and phone number), engineer of record and any justification for project delays.	Points Based	20 *(20% of Total)*

3.	**Years in Business (As a company)** • More than 20 years (5 points total) • 15-20 years (4 points total) • 10-15 years (3 points total) • 5-10 years (2 points total) • Less than 5 years (1 point total)	Points Based	5 *(5% of Total)*
4.	**Resumes of Team and Subcontractors** Resumes of the team that will be working on the project, if awarded.	Points Based	5 *(5% of Total)*
5.	**Three (3) Positive Reference Letters** Three (3) Positive Reference Letters from successful similar projects	Points Based	10 *(10% of Total)*
6.	**Five (5) Past performance evaluation forms from previous owners of completed** See attached required field.	Points Based	10 *(10% of Total)*

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

RESPONSE DEADLINE: July 20, 2023 at 3:00 pm

Report Generated: Friday, August 18, 2023

Caldwell Tanks, Inc. Proposal

CONTACT INFORMATION

Company:
Caldwell Tanks, Inc.

Email:
cburke@caldwelltanks.com

Contact:
Carolyn Burke

Address:
4000 Tower Road
Louisville, KY 40219

Phone:
N/A

Website:
N/A

Submission Date:
Jul 20, 2023 1:38 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 19, 2023 3:00 PM by Carolyn Burke

Addendum #2
Confirmed Jul 19, 2023 3:00 PM by Carolyn Burke

Addendum #3
Confirmed Jul 19, 2023 3:00 PM by Carolyn Burke

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Request_for_Proposal-Price_Schedule-CTI.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

2023_Caldwell_Insurance_-_Bid_Purposes_Only.pdf

4. Please attach any additional information for this project.

No response submitted

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

Qualifications_General_Questionnaire_Signed_CTI.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_CTI.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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_CTI.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

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_CTI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ_Signed_CTI.pdf

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

- Insurance_Requirement_Ackno...

Insurance_Requirement_Acknowledgement_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*
Pass

- Project_Requirements_Acknow...

Project_Requirements_Acknowledgement_Signed_CTI.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*
Pass

- Contractor_Notice_of_Intent...

Contractor_Notice_of_Intent_to_Respond_CTI.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Pass

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_Bond_Signed_CTI.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

Statement_of_Qualifications_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Pass

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

Certificate_of_Bidders_Experience_Signed_CTI.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_&_Material_List_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery_Model_Form_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

Payment_Bond.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance_Signed_CTI.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business_Document_Signed_CTI.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*
Pass

- Resolution of Corporation.pdf

Resolution_of_Corporation_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*
Pass

- Contracts Resolution on Aut...

Contracts_Resolution_on_Authorized_Rep_Signed_CTI.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*
Pass

- Contractors Act of Assuranc...

Contractors_Act_of_Assurance_Signed_CTI.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certificate_regarding_Debarment_Signed_CTI.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*
Pass

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Past_Performance_Evaluation.pdf

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*
Pass

- Submittal Checklist.pdf

Submittal_Checklist.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*
Pass

Resumes_of_Caldwell_Tanks_Team.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*
Pass

Reference_Letters.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

SAM_EntityRegistration-.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

ARPA_Conflict_of_Interest_Affidavit_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

ARPA_EEO_Certification_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_Certification_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

Non-Lobbying_Activities_Signed_CTI.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

Non-Collusion_Affidavit_Signed_CTI.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$4,427,600.00	$4,427,600.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$155,000.00	$155,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16” water line along the west of Bus. 281 from the City’s existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16” PVC pipeline.	1	LS	$346,000.00	$346,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$68,400.00	$68,400.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$315,000.00	$315,000.00
TOTAL					$5,312,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					$35,000.00

6. PRICING PROPOSAL

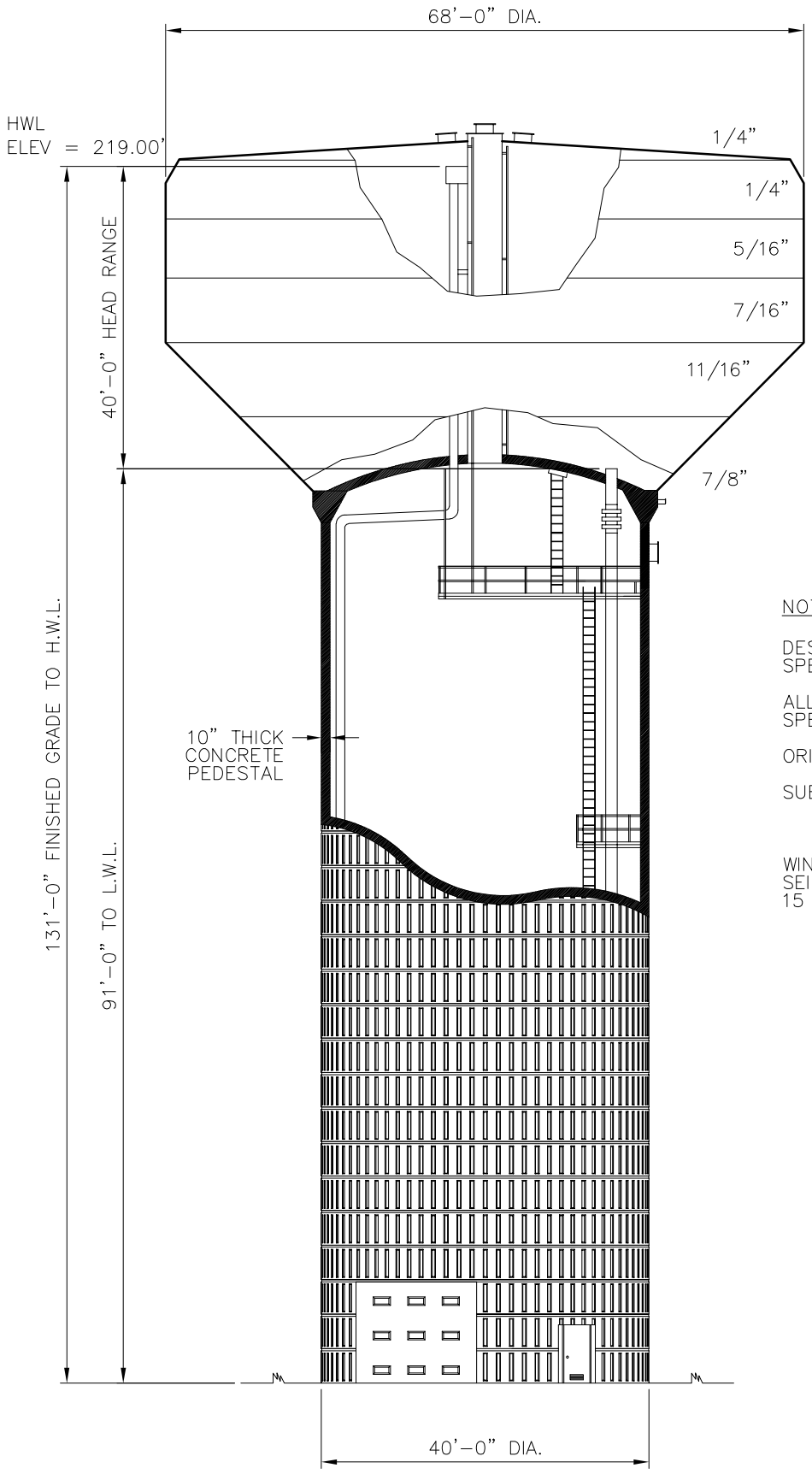
PRICING PROPOSAL

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TOTAL					$5,312,000.00

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2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					$35,000.00



NOTE:

DESIGN PER AWWA D107–16 AND PROJECT SPECIFICATIONS.

ALL ACCESSORIES TO BE INCLUDED AS PER SPECIFICATIONS.

ORIENTATION OF ACCESSORIES SHOWN FOR CLARITY.

SUBJECT TO CHANGE WITH FINAL DESIGN.

WIND: 110 MPH, EXP C
SEISMIC LOAD: S_S= 4.4% S_1= 1.5%
15 PSF SNOW

CALDWELL
Since 1887
Water · Energy · Industrial

EDINBURG, TX
1,000,000 GALLON COMPOSITE ELEVATED TANK

BY: SCT	TITLE: TANK SKETCH
DATE: 7/17/23	DRAWING NO.

NOTES:

FOUNDATION DESIGN BASED ON A NET ALLOWABLE SOIL BEARING OF 4,000 PSF.

CONCRETE: 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. (235 CU. YDS.)

REINFORCEMENT: ASTM SPEC. A615 GR. 60. (40,000 LBS.)

REINFORCING STEEL QUANTITIES DO NOT ACCOUNT FOR LAPS, BENDS, HOOKS, ETC.

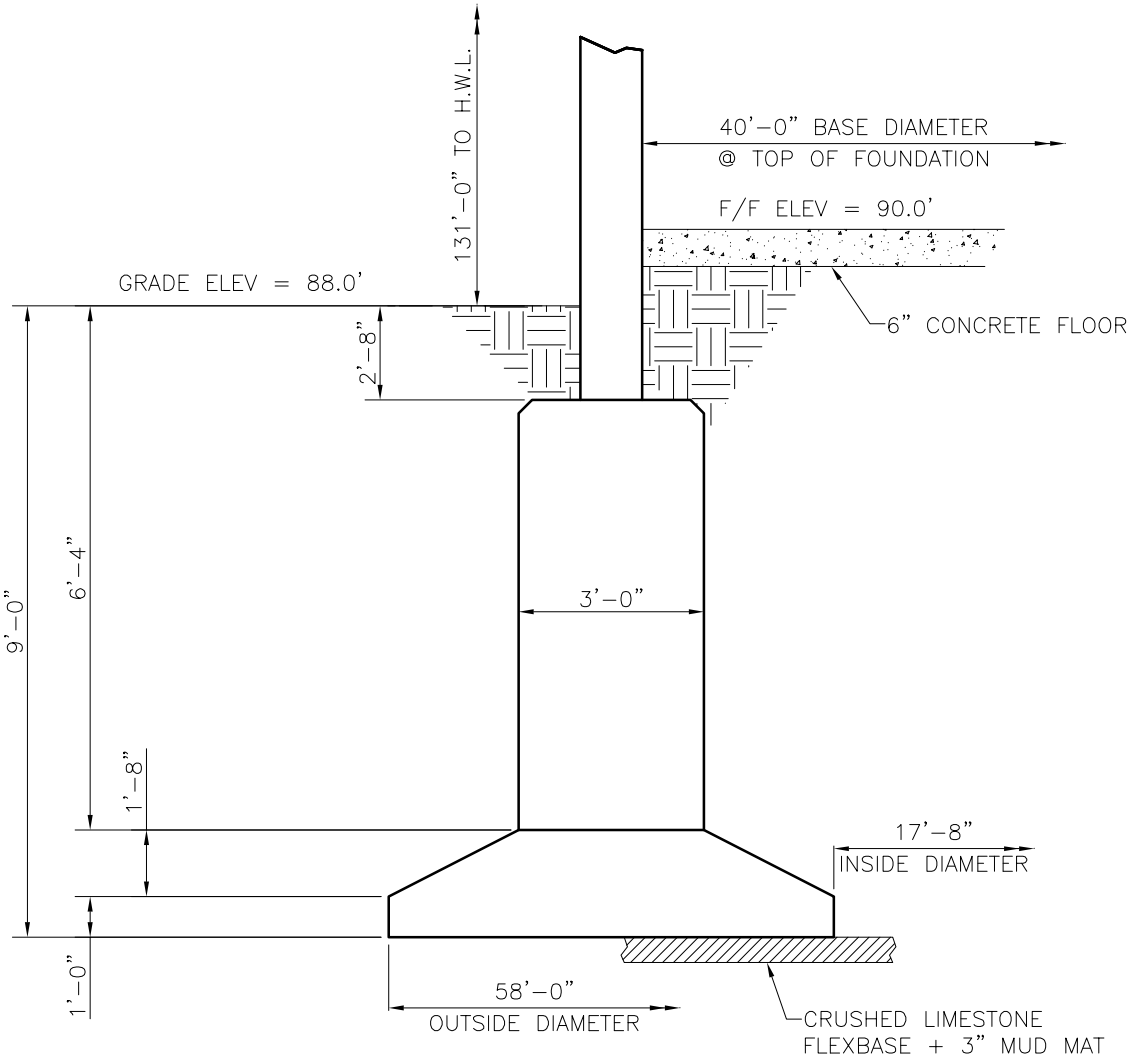
ADDITIONAL REINFORCEMENT FOR DOOR AND PEDESTAL DOWELS: (14,000 LBS) AND (40) – #11 NVENT LENTON STANDARD COUPLER – A2. FINAL SIZE AND QUANTITY DETERMINED AT FINAL DESIGN.

FOUNDATION IS SUBJECT TO CHANGE WITH FINAL DESIGN.

FLOOR AND MISCELLANEOUS ACCESSORIES ARE NOT INCLUDED IN QUANTITIES SHOWN ABOVE.

THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE THE SUBGRADE PRIOR TO PLACEMENT OF STEEL OR CONCRETE.

SEE GEOTECHNICAL REPORT FOR BACKFILL REQUIREMENTS AND FOR SITE PREP AND DRAINING REQUIREMENTS.



CALDWELL Since 1887
Water · Energy · Industrial

EDINBURG, TX
1,000,000 GALLON COMPOSITE ELEVATED TANK

BY: SCT	TITLE: FOUNDATION SKETCH
DATE: 7/17/23	DRAWING NO:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 502-585-3277 **FAX (A/C, No):** 502-585-3306 **E-MAIL ADDRESS:** info@sterlingthompson.com
INSURED CALDTAN-01 Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Underwriters at Lloyds London — 32727 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** Travelers Indemnity Company of Connecticut — 25682 **INSURER F :** The Travelers Indemnity Company — 25658

COVERAGES **CERTIFICATE NUMBER:** 1080830613 **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	
F	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	3L210228-IND-23	1/1/2023	1/1/2024	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	3L210216-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-9S291053	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**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	Y	UB-5R605044-22-25-K	1/1/2023	1/1/2024	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 C D	Builders Risk Professional Liability Contractors Pollution	Y	Y	I11183037 001 B0621PCALD000623 G71476200 002	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	See Remark #1 See Remark #3 See Remark #4	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Engineer, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

See Attached...

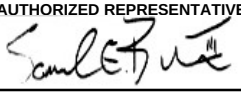
CERTIFICATE HOLDER

Proof of Coverage for Bid Purposes

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: CALDTAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling Thompson Co.	Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
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

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, Excess Liability, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
REMARK #1...BUILDERS RISK CONTINUED:
$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:
$10,000,000 - Any One Project
$1,000,000 - In Transit
$5,000,000- Hot Testing/Performance
$1,000,000 - Soft Cost
$10,000,000 - Flood Annual Aggregate (All Other Zones)
$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX
EXCLUDED - Flood in Zones A, AE or V
$10,000,000 - Earthquake Annual Aggregate
EXCLUDED - Earthquake in State of California
$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties
$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties
DEDUCTIBLES (ALL PERILS):
$25,000 per occurrence except - 250,000 Wind/Hail Deductible
$50,000 Flood - (All Other Zones) and $100,000 (Zones B and SHX)
$50,000 for Earthquake
5% subject to $50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties
3% subject to $50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties
$50,000 Testing
VAULATION: Replacement Cost
COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be
consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.
Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

REMARK #2...WORKERS COMPENSATION
EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:
Policy #VTWXJ-UB-3L210204-TIL-23 Policy Term is 1/1/2023 to 1/1/2024
Carrier: Travelers Property & Casualty Co of America
Workers Compensation(Coverage A): Statutory Limits
Employers Liability (Coverage B): $500K/$500K/$500K
SIR: $500,000

Remarks cont.
REMARK #3...PROFESSIONAL LIABILITY
PROFESSIONAL LIABILITY -Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000623
$2,000,000 Each Claim Limit
$2,000,000 Policy Aggregate Limit
Deductible: $75,000 Each Claim - Applies to Indemnity and Expense

PROFESSIONAL LIABILITY EXCESS
Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000723
$3,000,000 Each Claim Limit
$3,000,000 Policy Aggregate Limit

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess of Primary $2,000,000 Each and Every Claim

REMARK #4...CONTRACTORS POLLUTION LIABILITY
Carrier: Illinois Union Insurance Company (CHUBB)
Policy#:G71476200002 Policy Term: 1/1/2022 to 1/1/2024
Occurrence Form
LIMITS:
$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability
$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
Self-Insured Retention: $250,000 - Per Pollution Condition or Site Environmental Condition

REMARKS #5 CONTRACTORS' EQUIPMENT
Carrier: Federal Insurance Company (Chubb)
Policy # 6642343 Policy Term: 01/01/2023 to 01/01/2024
Occurrence Form
Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:
$10,000,000 Any one occurrence, not to exceed:
$1,000,000 Any one item,
$ 250,000 Riggers Liability
$10,000,000 Flood annual aggregate,
$10,000,000 Earthquake annual aggregate- Excludes the state of California
$25,000 per occurrence Deductible
$50,000 Flood
$50,000 Earthquake
PERILS Include but not limited to Theft,Fire,Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke
VALUATION: Replacement Cost

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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:

July 20, 2023

Company/Vendor Name:

Caldwell Tanks, Inc.

Printed Name and Title:

Patrick A. Smith, Sales Manager

Authorized Signatory:

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

ATTACHMENT V

VENDOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Caldwell Tanks, Inc.

(Full, correct legal name)

2 Address: 4000 Tower Road
Louisville, KY 40219

3. Telephone/Fax: (502) 964-3361 / (502) 966-8732

4. 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__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes X__ No____

6. Where is the Company's corporate headquarters located? Louisville, Kentucky

7. 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. _____

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No X__

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. 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. _____

_____

_____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Patrick A. Smth, Sales Manager
Address: 4000 Tower Road, Louisville, KY 40219
Telephone: (502) 964-3361
Fax: (502) 966-8732
Email: sales@caldwelltanks.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.

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.

CALDWELL
Since 1887
Water - Energy - Industrial

Judgements, Claims, Arbitration/Lawsuits:

Acting as a general contractor, Caldwell Tanks completes approximately two hundred (200) construction projects annually. In the course of completing these contracts, we issue approximately 700 subcontracts and will engage subcontractors for about 25% of the work such as electrical, foundation, fencing, site work, etc. On occasions, disputes and claims arise. On very rare occasions, arbitration or other legal remedies will settle disputes and claims. Additional information available upon request.

4000 Tower Road Louisville, KY 40219 P: 502-964-3361 F: 502-966-8732
57 East Broad Street Newnan, GA 30263 P: 770-253-3232 F: 770-251-9253

HOUSE BILL 89 VERIFICATION

I, Patrick A. Smith, the undersigned representative of

Caldwell Tanks, 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:

Patrick A. Smith, Sales Manager

TYPE/PRINT NAME AND TITLE:

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

July 20, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Patrick A. Smith, the undersigned representative of

Caldwell Tanks, 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.

Patrick Smith

SIGNATURE OF COMPANY REPRESENTATIVE:

Patrick A. Smith, Sales Manager

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

SENATE BILL 19 VERIFICATION

I, Patrick A. Smith, the undersigned representative of

Caldwell Tanks, 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:

Patrick A. Smth, Sales Manager

TYPE/PRINT NAME AND TITLE:

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

July 20, 2023

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A for Caldwell Tanks, 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.**

N/A for Caldwell Tanks, Inc.
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 for Caldwell Tanks, Inc.

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 for Caldwell Tanks, Inc.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 N/A for Caldwell Tanks, Inc.

Signature of vendor doing business with the governmental entity
Patrick A. Smith, Sales Manager

July 20, 2023
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 II
Insurance Requirement Acknowledgement

I, Patrick A. Smith, authorized representative for Caldwell Tanks, Inc.,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- ☒ Will be acquired within 10 working days after notification from the Engineering Department of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.)

- ☐ Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Engineering Department of bid awarded by The CITY 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 City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

_____
Authorized Representative
Patrick A. Smith, Sales Manager

July 20, 2023
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the City Engineer 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): 12/22/2022

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 502-585-3277 **FAX (A/C, No):** 502-585-3306 **E-MAIL ADDRESS:** info@sterlingthompson.com
INSURED CALDTAN-01 Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Underwriters at Lloyds London — 32727 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** Travelers Indemnity Company of Connecticut — 25682 **INSURER F :** The Travelers Indemnity Company — 25658

COVERAGES **CERTIFICATE NUMBER:** 1080830613 **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	
F	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	3L210228-IND-23	1/1/2023	1/1/2024	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	3L210216-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-9S291053	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**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	Y	UB-5R605044-22-25-K	1/1/2023	1/1/2024	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 C D	Builders Risk Professional Liability Contractors Pollution	Y	Y	I11183037 001 B0621PCALD000623 G71476200 002	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	See Remark #1 See Remark #3 See Remark #4	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Engineer, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

See Attached...

CERTIFICATE HOLDER

Proof of Coverage for Bid Purposes

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: CALDTAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling Thompson Co.	Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
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

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, Excess Liability, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
REMARK #1...BUILDERS RISK CONTINUED:
$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:
$10,000,000 - Any One Project
$1,000,000 - In Transit
$5,000,000- Hot Testing/Performance
$1,000,000 - Soft Cost
$10,000,000 - Flood Annual Aggregate (All Other Zones)
$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX
EXCLUDED - Flood in Zones A, AE or V
$10,000,000 - Earthquake Annual Aggregate
EXCLUDED - Earthquake in State of California
$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties
$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties
DEDUCTIBLES (ALL PERILS):
$25,000 per occurrence except - 250,000 Wind/Hail Deductible
$50,000 Flood - (All Other Zones) and $100,000 (Zones B and SHX)
$50,000 for Earthquake
5% subject to $50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties
3% subject to $50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties
$50,000 Testing
VAULATION: Replacement Cost
COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be
consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.
Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

REMARK #2...WORKERS COMPENSATION
EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:
Policy #VTWXJ-UB-3L210204-TIL-23 Policy Term is 1/1/2023 to 1/1/2024
Carrier: Travelers Property & Casualty Co of America
Workers Compensation(Coverage A): Statutory Limits
Employers Liability (Coverage B): $500K/$500K/$500K
SIR: $500,000

Remarks cont.
REMARK #3...PROFESSIONAL LIABILITY
PROFESSIONAL LIABILITY -Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000623
$2,000,000 Each Claim Limit
$2,000,000 Policy Aggregate Limit
Deductible: $75,000 Each Claim - Applies to Indemnity and Expense

PROFESSIONAL LIABILITY EXCESS
Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000723
$3,000,000 Each Claim Limit
$3,000,000 Policy Aggregate Limit

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess of Primary $2,000,000 Each and Every Claim

REMARK #4...CONTRACTORS POLLUTION LIABILITY
Carrier: Illinois Union Insurance Company (CHUBB)
Policy#:G71476200002 Policy Term: 1/1/2022 to 1/1/2024
Occurrence Form
LIMITS:
$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability
$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
Self-Insured Retention: $250,000 - Per Pollution Condition or Site Environmental Condition

REMARKS #5 CONTRACTORS' EQUIPMENT
Carrier: Federal Insurance Company (Chubb)
Policy # 6642343 Policy Term: 01/01/2023 to 01/01/2024
Occurrence Form
Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:
$10,000,000 Any one occurrence, not to exceed:
$1,000,000 Any one item,
$ 250,000 Riggers Liability
$10,000,000 Flood annual aggregate,
$10,000,000 Earthquake annual aggregate- Excludes the state of California
$25,000 per occurrence Deductible
$50,000 Flood
$50,000 Earthquake
PERILS Include but not limited to Theft,Fire,Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke
VALUATION: Replacement Cost

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ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Patrick A. Smith, possess all of the **APPLICABLE:**

1. Licenses:
See attached listing of Licenses for Caldwell Tanks, Inc.

2. Bonds:
Caldwell Tanks will provide Payment/Performance Bonds if awarded contract.

3. Certificates:
Caldwell Tanks will supply any certificates needed for the project.

4. Permits:
Caldwell Tanks will secure any permits required for this project.

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 the CITY 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.**

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

Authorized Signature

7/20/2023
Date

Caldwell Tanks, Inc.
Company

4000 Tower Road
Address

Louisville, KY 40219
City, State, Zip

CALDWELL
Since 1887
Water - Energy - Industrial

LIST OF STATES C.T.I. LICENSED OR QUALIFIED TO DO BUSINESS

STATE	LICENSE #	EXPIRES:
ALABAMA	7071	10/31/2023
ARIZONA	119790	12/31/2024
ARKANSAS	0028840423	6/23/2023
CALIFORNIA	704908	10/31/2023
COLORADO	QUALIFIED	
CONNECTICUT	MCO.0902595	6/30/2023
DELAWARE	1989039029	12/31/2024
FLORIDA	CG-C057436	8/31/2024
GEORGIA	UC300258	4/30/2025
IDAHO	PWC-C-16733-A-1	1/31/2024
ILLINOIS	QUALIFIED	
INDIANA	QUALIFIED	
IOWA	QUALIFIED	
KANSAS	QUALIFIED	
KENTUCKY	QUALIFIED	
LOUISIANA	10713	1/1/2026
MAINE	QUALIFIED	
MARYLAND	30978780	RENEWAL
MASSACHUSETTS	QUALIFIED	
MICHIGAN	QUALIFIED	
MINNESOTA	QUALIFIED	
MISSISSIPPI	04099-SC	1/19/2024
MISSOURI	QUALIFIED	
MONTANA	7541	8/23/2023
NEBRASKA	QUALIFIED	
NEVADA	0049495	4/30/2024
NEW HAMPSHIRE	QUALIFIED	
NEW JERSEY	QUALIFIED	
NEW MEXICO	50722	12/31/2023
NEW YORK	QUALIFIED	
NORTH CAROLINA	2508	12/31/2023
NORTH DAKOTA	3140	3/1/2024
OHIO	QUALIFIED	
OKLAHOMA	QUALIFIED	
OREGON	191835	9/13/2024
PENNSYLVANIA	QUALIFIED	
RHODE ISLAND	QUALIFIED	
SOUTH CAROLINA	G10255	10/31/2024
SOUTH DAKOTA	QUALIFIED	
TENNESSEE	2027	4/30/2025
TEXAS	QUALIFIED	
UTAH	7862519-5551	11/30/2023
VERMONT	QUALIFIED	
VIRGINIA	2701 013435	4/30/2025
WASHINGTON	CC01 CALDWTI970QP	11/17/2023
WEST VIRGINIA	WV002745	9/29/2023
WISCONSIN	QUALIFIED	
WYOMING	QUALIFIED	

4000 Tower Road Louisville, KY 40219 P: 502-964-3361 F: 502-966-8732

Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to June 29, 2023 so that they may receive any addendums to the specifications should the need arise.

Owner:
City of Edinburg
Attn**:** Finance Department
415 W. University Drive
Edinburg, Texas 78539

Engineer:
Melden & Hunt, Inc.
Attn: Allan F. Booe, P.E.
115 W. McIntyre St.
Edinburg, TX 78541

Bidder: Caldwell Tanks, Inc.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Patrick A. Smith Sales Manager
[Please print or type name] [Title]

Address: P.O. Box 35770, Louisville, KY 40232
[Mailing]

4000 Tower Road, Louisville, KY 40219
[Street, if different]

Telephone: (502) 964-3361
[Print or type telephone number]

Fax: (502) 966-8732
[Print or type telephone number]

Email: sales@caldwelltanks.com
[Print or type telephone number]

END OF DOCUMENT

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Caldwell Tanks, Inc. Address: 4000 Tower Road Louisville, Kentucky 40219	Name: Great American Insurance Company Address: 301 East Fourth Street Cincinnati, Ohio 45202
Owner	**Bid**
Name: City of Edinburg Address: 415 West University Drive Edinburg, TX 78539-4353	Project *(name and location)*: Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank Bid Due Date: July 20, 2023

Bond

Penal Sum: ------Five Percent of the Amount of Bid----------

Date of Bond: July 20, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Caldwell Tanks, Inc. *(Full formal name of Bidder)*	Great American Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: Cherie Brewer *(Signature) (Attach Power of Attorney)*
Name: Patrick A. Smith *(Printed or typed)*	Name: Cherie Brewer *(Printed or typed)*
Title: Sales Manager	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: David E. Bartley *(Printed or typed)*	Name: Carolyn Burke *(Printed or typed)*
Title: Secretary	Title: Project Coordinator

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21502

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP D. ANDERTON	ALL OF	ALL
BRIAN CRAWFORD	LOUISVILLE,	$100,000,000
NED BOOKER	KENTUCKY	
CHERIE BREWER		
JOHN MARK STRADER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of FEBRUARY, 2021.

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of July, 2023

Assistant Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Caldwell Tanks, Inc.		
Corporate Office			
Name:	Patrick A. Smith	Phone number:	(502) 964-3361
Title:	Sales Manager	Email address:	sales@caldwelltanks.com
Business address of corporate office:	4000 Tower Road Louisville, KY 40219		
Local Office			
Name:	Patrick A. Smith	Phone number:	(502) 964-3361
Title:	Sales Manager	Email address:	sales@caldwelltanks.com
Business address of local office:	4000 Tower Road Louisville, KY 40219		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1887	State in which Business was formed:	Kentucky
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Caldwell Group, LLC	Affiliation:	Parent Company
Address:	4000 Tower Road, Louisville, KY 40219		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	K. Ryan Harvey	Title:	President, CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Kevin J. Gallagher, PE	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ As approved by Board
Name:	David E. Bartley	Title:	Secretary, CFO
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	See attached		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Wilson F. Frazier, CSP, CUSA	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
See attached Resume		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Caldwell Tanks, Inc.	0.65	1.77	450,796	0.66	1.27	472,092	0.73	1.56	511,188

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Great American Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Ohio
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	301 East 4th Street Cincinnati, OH 45202

Physical Address (principal place of business):	301 East 4th Street Cincinnati, OH 45202		
Phone (main):	(513) 412-9156	Phone (claims):	(513) 412-9156

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Sterling Thompson Company		See attached Sample Insurance Certificate	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	401 West Main Street, Suite 1200 Louisville, KY 40202		
Physical Address (principal place of business):	401 West Main Street, Suite 1200 Louisville, KY 40202		
Phone (main):	(502) 585-3277	Phone (claims):	(502) 585-3277

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	325
Estimate of revenue for the current year:	$147,000,000.00
Estimate of revenue for the previous year:	$134,000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 27 yrs for CET experience				
As a general contractor:	136	As a joint venturer:	136	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☒ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Caldwell Tanks, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Patrick A. Smith
(typed or printed)

Title: Sales Manager
(typed or printed)

Date: July 20, 2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: David E. Bartley
(typed or printed)

Title: Secretary
(typed or printed)

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

Address for giving notices:
4000 Tower Road
Louisville, KY 40219

Designated Representative:

Name: Patrick A. Smith
(typed or printed)

Title: Sales Manager
(typed or printed)

Address:
Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

Phone: (502) 964-3361

Email: sales@caldwelltanks.com

Schedule A—Current Projects

Name of Organization	Caldwell Tanks, Inc.			
Project Owner	See attached listing of CETs under construction	Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
2,000,000 Composite 212' HWL CTI #: E-9247	City of New Albany 99 West Main Street New Albany, OH 43054 Ryan Ohly Phone (614) 855-3913 Email: rohly@newalbanyohhio.org	EMH&T 5500 New Albany Road Columbus, OH 43054 Shane Spencer Phone (614) 775-4500 Email: sspencer@emht.com	Under Construction $9,247,300.00
2,000,000 Composite 188' HWL CTI #: E-9227 Transpark II	Warren County Water District 523 US Highway 31 W Bypass Bowling Green, KY 42101 Jacob Cuarta Phone (270) 526-4656 Fax (270) 842-8360	Warren County Water District 523 US Highway 31 W Bypass Bowling Green, KY 42101 Ryan J. Leisey, PE Phone (270) 526-4656 Email: ryanl@warrenwater.com	Under Construction $5,371,000.00
2,000,000 Composite 155' HWL CTI #: E-9209 SR 3 Tank	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Glenn Marzluf Phone (740) 548-7746 Fax (740) 548-6203	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Shane F. Clark, PE Phone (740) 548-7746 Email: sclark@delcowater.com	Under Construction $5,404,700.00
2,000,000 Composite 106' HWL CTI #: E-9137	City of Kearney 18 East 22nd Street Kearney, NE 68847 Lauren Brandt Phone (308) 233-3215 Fax (308) 234-6399	Miller & Associates, Cons. Engineers, PC 1111 Central Avenue Kearney, NE 68847 Chris A. Miller, PE Phone (308) 234-6456 Email: cmiller@miller-engineers.com	Under Construction $4,973,000.00
2,000,000 Composite 139' HWL CTI #: E-9134	City of Lafayette 20 North 6th Street Lafayette, IN 47901 Gary Henriott Phone (765) 807-1000 Fax (317) 476-4507	Butler, Fairman & Seufert, Inc. 11 South Third Street, Suite 200 Lafayette, IN 47901 Colin M. Dale Phone (765) 423-5602 Email: cdale@bfsengr.com	Under Construction $5,635,400.00
1,500,000 Composite 151' HWL CTI #: E-9254 Noblesville, IN	Indiana-American Water Company 153 North Emerson Avenue Greenwood, IN 46143 Roy C. Francis, PE Phone (317) 885-2400 Email: roy.francis@amwater.com	Tank Industry Consultants, Inc. 7740 West New York Street Indianapolis, IN 46214 Patrick Brown Phone (317) 271-3100 Email: brown@tankindustry.com	Under Construction $4,823,800.00
1,000,000 Composite 174'9" HWL CTI #: E-9216 Warren Co., TN	Warren County Utility District 4034 Sparta Highway McMinnville, TN 37110 Glenn Mitchell Phone (931) 668-4175 Fax (931) 668-2977	James C. Hailey & Company 1619 Galleria Boulevard Brentwood, TN 37027 Nathaniel Green Phone (615) 883-4933 Email: ngreen@jchengr.com	Under Construction $3,858,200.00
1,000,000 Composite 178'3" HWL CTI #: E-9208 US 36 Tank	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Glenn Marzluf Phone (740) 548-7746 Fax (740) 548-6203	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Shane F. Clark, PE Phone (740) 548-7746 Email: sclark@delcowater.com	Under Construction $3,705,200.00

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COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
1,000,000 Composite 158'6" HWL CTI #: E-9164 Georgetown, IN	Edwardsville Water Corporation 545 Maplewood Boulevard Georgetown, IN 47122 David Wright Phone (812) 948-0900 Fax (812) 941-9114	Robert E. Curry & Associates 110 Commerce Drive Danville, IN 46122 Robert E. Curry, PE Phone (317) 745-6995 bcurry@recurry.com	Under Construction $4,493,000.00
1,000,000 Composite 106.95' HWL CTI #: E-9154	City of Dover 288 Central Avenue Dover, NH 03820 Libby M. Simmons, CPP, CPPB Phone (603) 516-6030 Email: l.simmons@dover.nh.gov	Underwood Engineers, Inc. 25 Vaughan Mall, Unit 1 Portsmouth, NH 03801 Thomas G. Page Phone (603) 436-6192 Email: tpage@underwoodengineers.com	Under Construction $5,611,700.00
1,000,000 Composite 158'6" HWL CTI #: E-9162 Logan, IN	Tri Township Water Corporation 24192 State Line Road Bright, IN 47025 Jody Blasdel Phone (812) 637-1039 Fax (812) 637-4641	Robert E. Curry & Associates 110 Commerce Drive Danville, IN 46122 Robert E. Curry, PE Phone (317) 745-6995 bcurry@recurry.com	Under Construction $3,072,000.00
1,000,000 Composite 145' HWL CTI #: E-9110 Sheldon, IA	Lewis & Clark Regional Water System 48986 Monty Street Tea, SD 57064 Troy Larson Phone (605) 368-2400 tlarson@lcrws.org	Banner Associates, Inc. 409 22nd Avenue South Brookings, SD 57006 Adam R. Hanson Phone (605) 692-6342 adamh@bannerassociates.com	Under Construction $4,583,000.00
750,000 Composite 171'9" HWL CTI #: E-9266 Copeville, TX	Copeville Special Utility District 16120 FM 1778 Nevada, TX 75173 Ross Brookbank Phone (972) 853-4630	Daniel & Brown, Inc./Dunaway-DBI 118 McKinney Street Farmersville, TX 75442 Eddy W. Daniel, PE Phone (972) 784-7777 Email: edaniel@dunaway.com	Under Construction $4,029,000.00
750,000 Composite 160' HWL CTI #: E-9259	Town of Sheboygan/Sanitary Dist #3 4020 Technology Parkway Sheboygan, WI 53083 Jamie Hilbelink Phone (920) 451-2320 Email: jamie@townofsheboygan.org	Short Elliott Hendrickson, Inc. 1701 West Knapp Street, Suite B Rick Lake, WI 54868 Jana Nyhagen, PE Phone (715) 861-4869 Email: jnyhagen@sehinc.com	Under Construction $4,164,000.00
750,000 Composite 174'3" HWL CTI #: E-9207 Village 2 Tank	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Glenn Marzluf Phone (740) 548-7746 Fax (740) 548-6203	Del-Co Water Company, Inc. 6658 Olentangy River Road Delaware, OH 43015 Shane F. Clark, PE Phone (740) 548-7746 Email: sclark@delcowater.com	Under Construction $3,666,900.00
750,000 Composite 153.84' HWL CTI #: E-9167	City of Marietta/Bd of Lights & Water Purchasing Dept., 1st Floor Marietta, GA 30060 Jacob DeWoody Phone (770) 794-5548 Email: jdewoody@mariettaga.gov	Brown and Caldwell 990 Hammond Drive, Suite 400 Atlanta, GA 30328 Craig A. Ferguson Phone (770) 673-3614 Email: caferguson@brwncald.com	Under Construction $5,374,000.00

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COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
750,000 Composite 95'9" HWL CTI #: E-9141	City of Tonganoxie 526 East 4th Street Tonganoxie, KS 66086 David Frese Phone (913) 845-2620	BG Consultants, Inc. 1405 Wakarusa Drive Lawrence, KS 66049 Paul C. Owings, PE Phone (785) 749-4474 x2188 Email paul.owings@bgcons.com	Under Construction $3,299,000.00
750,000 Composite 194' HWL CTI #: E-9093	City of Faribault 208 1st Avenue NW Faribault, MN 55021 Tim Murray Phone (507) 384-0361 Fax (507) 384-0509	Bolton & Menk, Inc. 1960 Premier Drive Mankato, MN 56001 Herman Dharmarajah, Ph.D., PE Phone (507) 625-4171 ext 1104 Fax (507) 625-4177	Under Construction $3,441,000.00
750,000 Composite 135'5" HWL CTI #: E-9076	City of Volga 226 Kasan Avenue Volga, SD 57071 Phone (605) 627-9113 Fax (605) 627-5865	Banner Associates, Inc. 409 22nd Avenue South Brookings, SD 57006 Joseph Munson Phone (605) 692-6342	Under Construction $3,192,000.00
750,000 Composite 142'3" HWL CTI #: E-9018 Madison, SD	City of Madison 116 West Center Street Madison, SD 57042 Jennifer Eimers Phone (605) 256-7527	Banner Associates, Inc. 409 22nd Avenue South Brookings, SD 57006 Kristen Bisgard, PE Phone (605) 692-6342 Fax (605) 692-5714	Under Construction $2,667,700.00
500,000 Composite 171'6" HWL CTI #: E-9263	City of Waterloo 100 West 4th Street Waterloo, IL 62298 Tom Smith Phone (618) 939-8600 Fax (618) 939-8988	HMG Engineers 9360 Holy Cross Lane Breese, IL 62230 John Wieter Phone (618) 577-2240 Email jwieter@hmgengineers.com	Under Construction $3,859,000.00
500,000 Composite 50' HWL CTI #: E-9174 Edmond, OK	Edmond Public Works Authority GC: Archer Western 1411 Greenway Drive Irving, TX 75038 Scott Smiley Phone: (817) 640-3898 Email: ssmiley@walshgroup.com	Carollo Engineers, Inc. 211 North Robinson, Ste 1300 North Tower Oklahoma City, OK 73102 Thomas O. Crowley Phone (405) 840-7785	Under Construction $2,675,000.00
500,000 Composite 142' HWL CTI #: E-9163	City of Rome 198 N. Washington Street Rome, NY 13440 Jean Isom Grande Phone (315) 339-7658 Fax (315) 838-1160	Dodson & Associates Cons. Eng. 1145 Catalyn Street Schenectady, NY Adam Keller, PE Phone (518) 382-5842 xt 25 Fax (518) 382-8876	Under Construction $3,534,700.00
500,000 Composite 115'6" HWL CTI #: E-9157 Potosi, TX	Potosi Water Supply Corporation 734 FM 1750 Abilene, TX 79602 Dwain Vinson Phone (325) 529-3269	Jacob & Martin, LLC 3465 Curry Lane Abilene, TX 79606 Luke Van Diest, PE Phone (325) 695-1070 Email: lvandiest@jacobmartin.com	Under Construction $2,421,000.00

CONFIDENTIAL

Schedule B—Previous Experience with Similar Projects

Name of Organization	Caldwell Tanks, Inc.			
Project Owner	See attached listing of CETs completed	Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Caldwell Tanks, Inc.			
Project Owner	See attached listing of CETs completed	Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
3,000,000 Composite 84'-9" HWL CTI #: E-8709 Shawnee, KS	Water District #1 of Johnson County, KS 10747 Renner Boulevard Lenexa, KS 66219 Hanley Barker Phone (913) 895-5500	Black & Veatch Engineers, Inc. 8400 Ward Parkway Kansas City, MO 64114 Judy Winger Phone (913) 458-2000 Fax (913) 458-3511	5/20 $4,947,000.00
3,000,000 Composite 115' HWL CTI #: E-7362	Greater Cincinnati Water Works 4747 Spring Grove Avenue Cincinnati, OH 45232 Kyle Buckley Phone (513) 591-7874 Fax (513) 591-7700	AECOM Water 4219 Marlsbary Road Cincinnati, OH 45242 Cheryl Green Phone (614) 429-5083 Fax (513) 868-6848	3/13 $3,868,532.00
3,000,000 Composite 154' HWL CTI #: E-6990	Loudoun Water 44865 Loudoun Water Way Ashburn, VA 20146 Jack Jadryev, P.E. Phone (571) 291-7700 Fax (571) 223-1527	Hazen and Sawyer, P.C. 11242 Waples Mill Road, Suite 250 Fairfax, VA 22030 Jeremy Hise Phone (703) 218-2034 Fax (703) 218-2040	3/13 $6,280,000.00
3,000,000 Composite 154' HWL CTI #: E-6991	Loudoun Water 44865 Loudoun Water Way Ashburn, VA 20146 Jack Jadryev, P.E. Phone (571) 291-7700 Fax (571) 223-1527	Hazen and Sawyer, P.C. 11242 Waples Mill Road, Suite 250 Fairfax, VA 22030 Jeremy Hise Phone (703) 218-2034 Fax (703) 218-2040	4/12 $4,025,000.00
2,500,000 Composite 130' HWL CTI #: E-8979	City of South Sioux City 1615 First Avenue South Sioux City, NE 68776 Nanci Walsh Phone (402) 494-7500 Fax (402) 494-7527	Olsson Associates 1707 Dakota Avenue South Sioux City, NE 68776 Taylor Kube Phone (402) 494-3059 Fax (402) 494-4064	12/21 $5,472,000.00
2,500,000 Composite 154'-6" HWL CTI #: E-5576	Bowling Green Municipal Utility 801 Center Street Bowling Green, KY 42101 Dwight Williams Phone (270) 782-1200 Fax (270) 782-4590	Allen & Hoshall Engineers 402 BNA Drive Nashville, TN 36217 John Dix, P.E. Phone (615) 399-2661 Fax (615) 399-2657	6/05 $1,662,000.00
2,000,000 Composite 172' HWL CTI #: E-8954 K7/K10 Site	Water District No. 1 of Johnson County 10747 Renner Boulevard Lenexa, KS 66219 Hanley Barker, PE Phone (913) 895-5500	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114 Trevin Heisey Phone (816) 708-6331 Fax (816) 822-3519	12/21 $5,352,400.00
2,000,000 Composite 145' HWL CTI #: E-8484 For DC Water Washington, DC	GC: Ulliman Schutte Construction, LLC 7615 Standish Place Rockville, MD 20855 David Bourdeau Phone (301) 545-0750 E-mail: dbourdeau@ullimanschutte.com	Whitman, Requardt & Associates 801 South Caroline Street Baltimore, MD 21231 Phone (410) 235-3450 Fax (410) 243-5716	5/19 $2,293,139.00

COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
2,000,000 Composite 128'6" HWL CTI #: E-8494 Pasadena, MD	Anne Arundel County Heritage Office Complex, 3rd Floor 2660 Riva Road Suite 120 Annapolis MD 21401 James Howard, PE Phone (410) 222-7620 Fax (410) 222-7624	O'Brien & Gere Executive Plaza III, Suite 304 11350 McCormick Road Hunt Valley, MD 21031 Narayan Venkatesan, PE Phone (410) 771-3005 x16 Fax (410) 771-3811	5/19 $4,176,000.00
2,000,000 Composite 154' HWL CTI #: E-8437	City of St. Charles 200 North Second Street St. Charles, MO 63301 Coralie Steuber Phone (636) 949-3200 Fax (636) 940-4601	Woodard & Curran, Inc. 1520 S. Fifth Street, Ste 306 St. Charles, MO 63303 Jason Dennis, PE Phone (314) 616-7365	8/18 $5,220,000.00
2,000,000 Composite 153'6" HWL CTI #: E-8234	City of New Albany 99 West Main Street New Albany, OH 43054 Joseph Stefanov Phone (614) 855-0076 Fax (614) 855-8583	EMH&T 5500 New Albany Road Columbus, OH 43054 Shane Spencer, PE Phone (614) 775-4500 Fax (614) 775-4800	4/18 $4,851,700.00
2,000,000 Composite 120'6" HWL CTI #: E-7458	City of Dunkirk 342 Central Avenue Dunkirk, NY 14048 David Manzella Phone (716) 366-9835 Fax (716) 366-9765	Hill Engineering, Inc. 8 Gibson Street North East, PA 16428 Gus Maas, P.E. Phone (814) 725-8659 Fax (814) 725-3867	1/14 $2,653,000.00
2,000,000 Composite 118'6" HWL CTI #: E-7071	City of Fargo 200 North 3rd Street Fargo, ND 58102 Phone (701) 433-5300 Fax (701) 241-8101	Houston Engineering 1404 21st Avenue North Fargo, ND 58102 Roger C. Hagen Phone (701) 237-5065 Fax (701) 237-5101	5/13 $3,025,000.00
2,000,000 Composite 148' HWL CTI #: E-7435	Aqua Pennsylvania, Inc. 762 West Lancaster Avenue Bryn Mawr, PA 19010 Brennan Kelly, PE Phone (610) 645-4297 Fax (610) 645-1055	Aqua Pennsylvania, Inc. 762 West Lancaster Avenue Bryn Mawr, PA 19010 Brennan Kelly, PE Phone (610) 645-4297 Fax (610) 645-1055	4/13 $2,633,000.00
2,000,000 Composite 165' HWL CTI #: E-7006	City of Galveston 823 Rosenberg Street Galveston, TX 77550 Jimmy Hamilton Phone (409) 797-3574 Fax (409) 762-1821	Dannenbaum Engineering Corporation 3100 West Alabama Houston, TX 77098 Carl D. McConnell, P.E. Phone (713) 527-6384 Fax (713) 527-6338	2/12 $6,643,000.00

COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
2,000,000 Composite 176' HWL CTI #: E-7111	Clarksville Gas & Water Department 2215 Madison Street Clarksville, TN 37043 Pat Hickey Phone (931) 645-7400 Fax (931) 645-3598	Rye Engineering, PLC 4210 West Main Street Erin, TN 37061 Seth W. Rye, PE Phone (931) 289-2300 Fax (931) 289-2313	7/12 $3,386,000.00
2,000,000 Composite 184'-0" HWL CTI #: E-6765	Warren County Water District Three Springs Road Bowling Green, KY 42102 Alan Vilines, Gen. Mgr. Phone (270) 842-0052 Fax (270) 842-8360	Warren County Water District P.O. Box 10180 Bowling Green, KY 42102 Jonathan E. Schubarth, P.E. Phone (270) 842-0052 Fax (270) 842-8360	7/10 $2,768,000.00
2,000,000 Composite 167'-0" HWL CTI #: E-6108	Oldham County Water District P.O. Box 51 Buckner, Kentucky 40010 Phillip Ward Phone (502) 222-1690 Fax (502) 222-5701	Strand Associates 629 Washington Street Columbus, IN 47201 James West, P.E. Phone (812) 372-9911 Fax (812) 372-7190	5/08 $2,158,000.00
2,000,000 Composite 139'-3" HWL CTI #: E-5848	Kentucky-American Water 2300 Richmond Rd. Lexington, KY 40502 Richard Svindland Phone (859) 335-3833 Fax (859) 268-6327	Strand Associates 1525 Bull Lea Road, Ste. 100 Lexington, KY 40511 Mark C. Askin, P.E. Phone (859) 225-8500 Fax (859) 225-8501	8/06 $2,312,100.00
1,500,000 Composite 77' HWL CTI #: E-8939 Hermitage, PA	Aqua Pennsylvania, Inc. 665 South Dock Street Sharon, PA 16146 James Willard Phone (330) 397-0790	Entech Engineering 400 Rouser Road, Suite 200 Coraopolis, PA 15108 Robert Horvat, Jr., PE Phone (800) 825-1372 x1501 Fax (412) 264-2850	5/23 $3,230,200.00
1,500,000 Composite 140.87' HWL CTI #: E-8868 Fort Knox, KY – Frazier	Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160 Daniel Clifford Phone (270) 351-3222 Fax (270) 352-3055	Stantec 10509 Timberwood Circle, Suite 100 Louisville, KY 40223 Paul Sridhar, PE Phone (502) 212-5063 Fax (502) 212-5055	1/23 $2,741,000.00
1,500,000 Composite 143'6" HWL CTI #: E-8039	City of Streetsboro 9184 State Route 43 Streetsboro, OH 44241 John Kuklisin Phone (330) 626-2856 Fax (330) 626-6085	ARCADIS US, Inc. 1100 Superior Avenue E Cleveland, OH 44114 Said Abou Abdallah Phone (216) 781-6177 Fax (216) 781-6243	2/16 $3,496,900.00
1,500,000 Composite 156'6" HWL CTI #: E-8011	Missouri American Water Company 727 Craig Road St. Louis, MO 63141 Steve Mifflin Phone (314) 996-2290 Fax (314) 569-3972	American Water Works Service Co. 1025 Laurel Oak Road Voorhees, NJ 08043 Kenneth Stecher Phone (856) 727-6144 Fax (856) 727-6199	8/14 $2,801,000.00

COMPOSITE ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
1,500,000 Composite 174'6" HWL CTI #: E-7937	City of Jackson 219 South President Street Jackson, MS 39201 Harvey Johnson, Mayor Phone (601) 960-1005 Fax (601) 960-1174	Southern Consultants, Inc. 5740 County Cork Road Jackson, MS 39206 James Stewart Phone (601) 957-0999 Fax (601) 957-9332	6/14 $3,449,000.00
1,500,000 Composite 171' HWL CTI #: E-7675	North Lenoir Water Corporation 904 North Queen Street Kinston, NC 28501 John W. Pope, President Phone (252) 527-8352 Fax (252) 522-9663	McDavid Associates, Inc. 3471 North Main Street Farmville, NC 27828 Albert Van Lewis, Jr., PE Phone (252) 753-2139 Fax (252) 753-7220	10/13 $3,151,000.00
1,500,000 Composite 128'6" HWL CTI #: E-7353	City of Lima 50 Town Square Lima, OH 45801 Mike Caprella Phone (419) 228-5462 Fax (419) 221-5199	URS Corporation 277 West Nationwide Boulevard Columbus, OH 43215 James J. Stumpp Phone (614) 464-4500 Fax (614) 464-0588	7/13 $2,326,600.00
1,500,000 Composite 146' HWL CTI #: E-6925	Greer Commission of Public Works 301 McCall Street Greer, SC 29650 Nick Stegall Phone (864) 968-3253 Fax (864) 848-5528	Design South Professionals, Inc. One Linwa Boulevard Anderson, SC 29621 Doug Lawson Phone (864) 226-6111 Fax (864) 226-7059	3/12 $2,178,000.00
1,500,000 Composite 129'-2" HWL CTI #: E-6790 Bacon Park	City of Poplar Bluff 101 Oak Street Poplar Bluff, MO 63901 Susan Williams, Mayor	Smith & Company 901 Vine Street Poplar Bluff, MO 63902 Stephen Hicks, PE Phone (573) 785-9621 Fax (573) 785-2651	11/11 $2,314,000.00
1,500,000 Composite 138'8" HWL CTI #: E-6998	City of Dothan 288 Complex Drive Dothan, AL 36303 Billy R. Mayes, P.E. Phone (334) 615-3300 Fax (334) 615-3309	Polyengineering, Inc. 1935 Headland Avenue Dothan, AL 36302 James R. Brannon, P.E. Phone (334) 793-4700 Fax (334) 793-9015	10/11 $2,061,000.00
1,500,000 Composite 134'6" HWL CTI #: E-7022	Louisville Water Company 550 South Third Street Louisville, KY 40202 Carl Faust Phone (502) 569-3600 Fax (502) 569-0813	Camp, Dresser & McKee 9100 Shelbyville Road, Suite 150 Louisville, KY 40222 Michael Taylor Phone (502) 339-0988 Fax (502) 339-1958	9/11 $1,787,000.00
1,500,000 Composite 131'-0" HWL CTI #: S-6693	Town of Leesburg 25 West Market Street Leesburg, VA 20178 Asghar Pariroo, PE Phone (703) 737-2302 Fax (703) 737-6045	Hazen & Sawyer Professional Corp. 1 South Street, Suite 1150 Baltimore, MD 21214 Jeremy Hise Phone (410) 539-7681 Fax (410) 539-7682	7/11 $3,372,995.00

Schedule C—Key Individuals

Project Manager			
Name of individual		Dave Francis	
Years of experience as project manager		See attached resume	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Michael Shaffer	
Years of experience as project superintendent		See attached resume	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

David E Francis

Work Experience:

Caldwell Tanks Inc. – Louisville, KY

9-2013 to Present: Director of Civil Construction – Manage and direct all in-house and subcontract operations in regards to foundation installation and underground water line installation nationwide.

6-2012 to 9-2013: Civil Subcontract Manager – Manage and direct the contracting and installation of all our subcontractors in regards to foundation installation and underground water line and utility installation.

5-2010 to 6-2012: Civil Construction Superintendent – Manage and direct all in-house foundation and water line piping crews.

Wilcon Constructors LLC. – Louisville, KY

3-2007 to 4-2010: Owner – General Construction Company working in the residential and commercial areas.

AES Specialty Contractors – Louisville, KY

2003 to 2007 – Project Manager/Estimator – Specialty contractor working in the abatement, insulation and fireproofing industry. Work included job estimation and managing of field crews.

Badgett Constructors LLC. – Louisville, KY

1998 to 2003 - Onsite Project Manager/General Superintendent – Manage and direct job specific operations and subcontractors, work included concrete, general framing, plumbing above and below grade, HVAC, electrical, underground sewers and utility construction, flooring, ceilings along with many other construction related activities.

Abel Construction – Louisville, KY

1992 to 1998 – Laborer, Carpenter, General Superintendent – Work included installation of concrete, underground utilities, interior and exterior framing, finish work, equipment operation, manage and direct job specific operations, crews and subcontractors.

Michael R. Shaffer

Current Role

Caldwell Tanks, Inc. **May 2014 – Present**
Director of Steel Construction

Currently manage 150 employees including 14 superintendents/crews, 3 Construction Managers and 10 operational support staff
Oversee and manage department overhead and adjust estimates to accurately incorporate current overhead rates
Voting member of API committee (sub group Fabrication and Joint committee) which writes and modifies the API 650, 620 & 653 standards
Directly responsible for financial management of Steel Construction Division and interpreting corporate financial reports directly related to Steel Construction
Directly communicate with other department heads and coordinate Steel Construction activities to coincide with corporate needs, as well as, appropriately matching superintendent/crew skill sets to specific activities
Estimate steel construction costs for bidding purposes
Approve industrial tank bids prior to sending to the customer
Determine when changes in scope occur and direct Project Managers to notify customer of change and generate Change Order
Member of corporate Safety and Loss Control Committee
Write company specific safety policies to minimize personnel risk, promote safe and engaged employees and mandate safe work practices
Work with corporate attorney and CEO to negotiate union contracts
Negotiate with local unions on PLA (Project Labor Agreement) terms and conditions
Negotiate contract “Terms and Conditions” with various vendors and sub-contractors

Education

Sullivan University (Louisville, KY) Business Management Program
Edinboro University of Pennsylvania (Edinboro, PA) Criminal Justice Program

Technical Qualifications

Pennsylvania Department of Environmental Protection AFMX certified
NCCCO Large and Small Telescopic Crane Operator Certified

Proficient at scaling very large and complex cranes including tandem/critical lifts
Ability to prepare professional lift plans in accordance with local, state and federal laws
Certified welder in SMAW (6010, 7010, 7018, 7014, 7024, 8018, 304S.S., 316S.S., Duplex) FCAW(11Ni1, 8Ni3, 311, 71M, 304S.S., 308S.S., 309S.S., 316S.S. and Duplex) SAW (L60 & L61)
Certified rigger and signal person
Experienced operating numerous sizes and styles of heavy equipment including cranes, derricks, lifts and earth moving equipment
OSHA 10 and 30 hour certified
ISTC Basic Plus certified

Safety Manager			
Name of individual		Wilson F. Frazier	
Years of experience as project manager		See attached resume	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Scott McIntire	
Years of experience as project superintendent		See attached resume	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Wilson F. Frazier, CSP, CUSA

Current Role

Director – Environmental, Health, & Safety – Caldwell Tanks, Inc. 1997 - Present
Administration, implementation, and monitoring of all safety and health programs. Field and shop worksite safety audits. Field and shop employee safety training for OSHA, MSHA, EPA, and local regulations. Assurance of Federal, State, and Local regulations compliance. Environmental and hazardous waste management including record keeping for Title V compliance. Worker's compensation management and record keeping.
Security management. Complex project safety management for numerous high profile site owners including NASA, Corp of Engineers, U.S. Government, Bureau of Prisons, Numerous Refineries, Power Generation and Chemical Plants and more. Lead Abatement Management

Education

Master of Science – Loss Prevention and Safety *December, 1997*
Eastern Kentucky University; Richmond, KY
Bachelor of Science – Industrial Risk and Safety Management *August, 1996*
Eastern Kentucky University; Richmond, KY

Professional Experience

Safety Manager – American Tape
Safety Director – Armada Manufacturing
Safety and Health Inspector – Eastern Kentucky University

Professional Certifications & Authorized Training

Certified Safety Professional by the Board of Certified Safety Professionals
Certified Utility Safety Administrator by the National Safety Council
Authorized OSHA 10- and 30-Hour Construction Industry Outreach Trainer
Vertical Rescue Solutions Certified High Angle Rescue Instructor
Qualified Trenching and Shoring Competent Person Trainer
Qualified MSHA Surface Mine Instructor

Professional Affiliations

Board Member, Kentucky Safety & Health Network, 1998 – Present
ANSI Z117.1 Safety Requirements for Confined Spaces Committee Member, 2007 – Present
ANSI A10 Confined Space in Construction Sub-Committee Member, 2012
American Society of Safety Engineers, President-Elect Louisville Chapter 2012 (member since 1998)
Chairman, Steel Tank Institute/Steel Plate Fabricators Association Safety Committee, 2002 – 2004
Represented STI/SPFA Industry Association during OSHA Public Hearing Comments on Proposed Confined Space in Construction Standard
National Safety Council
Academic Advisory Board for EKU's College of Safety, 2010 – Current

Scott M. McIntire, P.E.

Current Role

Quality Assurance Manager – Caldwell Tanks, Inc. *2003 - Present*
Primary duty is to oversee the Quality Assurance program at Caldwell Tanks' two fabrication plants (in Kentucky & Georgia) and the Field & Paint Operations nationwide. These duties include: (1) Directing company inspectors as required. (2) Evaluating and resolving issues or questions that occur. (3) Recommendation, evaluation, purchase and installation of shop and field equipment.

Education:

Bachelor in Mechanical Engineering 1981 (Co-Op)
Georgia Institute of Technology

Professional Experience:

Operations Manager - Caldwell Tanks, Inc. *1999 – 2003*
Primary duty is Department Head for Project Management. Other duties include: (1) Setting Job project schedule and ship dates for the Shop Operations at Newnan Plants. (2) Overseeing project to combine engineering departments. (3) Overseeing equipment purchase and installation of shop improvements. (4) Coordinate with past owner to close-out outstanding projects and "tie-up" loose ends.

Vice President – Operations – Brown Steel Contractors, Inc. *1997 - 1999*
Responsible for all Project Management, Engineering, Shop and Field Operations. Duties and accomplishments included: (1) Setting Field Schedule - which, in turn, dictated all other schedules. (2) Improved Shop and Field Performance while reducing injuries. (3) Reviewed all capital expense requests for my departments - submitting annual and updated capital expense budgets. (4) Remained very involved in Project Management and Engineering due to lack of experience in the departments. (5) Coordinated with Sales in determining bidding philosophy - i.e. acceptable margins based on current backlogs in the shop and field.

Chief Production Engineer – Brown Steel Contractors, Inc. *1989 - 1997*
Responsible for overseeing all drawing production and engineering issues. Standards used include AWWA-D100, API 650, API 620, FM and Customer Specifications. Duties and accomplishments included: (1) Partially automating drawing production - improving the quality, presentation and speed in which drawings were produced. (2) Developed and oversaw Die design for 1500 Ton Press. (3) Developed and oversaw the use of N.C. for all burning tables - including "flat plate" layout for dished segments. (4) Worked with Sales to improve accuracy of Sales preliminary design.

Staff Engineer - Brown Steel Contractors, Inc. *1984 - 1988*
Responsible of complete design and detailing of approximately 120 elevated water tanks and API tanks ranging in size from 50,000 gallon to 1.5 million. Designs included foundations, structural supports and standards. Also responsible for implementing the use of AutoCad in Engineering starting in 1987.

Field Engineer - Brown Steel Contractors, Inc. *1983-1984*

Worked on erection crews to obtain first hand knowledge of erection procedures and problems. Used this knowledge in all future engineering and operations management.

Sales Engineer- Brown Steel Contractors, Inc. *1981- 1983*
Reviewed plans and specifications for design requirements, developing a preliminary design used for estimating.

Certification:

Professional Engineering Registration (GA in 1985)
NACE Certified Coatings Inspector – Level III
AWS CWI Certified Welding Inspector
SSPC – Quality Control Supervisor
ICC General Building Contractor

Affiliations:

American Welding Society (AWS)
NACE International
The Society for Protective Coatings (SSPC)

ARTICLE 9 – REQUIRED ATTACHMENTS FOR QUALIFICATION STATEMENT

ARTICLE 2 – LICENSING

2.01 See attached listing of states Caldwell Tanks is licensed in/qualified to do business in.

ARTICLE 4 – SAFETY

4.01 See attached resume of Wilson F. Frazier for Safety Certifications.

4.02 See attached OSHA Form 300A for years 2020 – 2022 for Caldwell Tanks.

ARTICLE 7 – INSURANCE

7.01 – See attached Certificate of Liability Insurance sample certificate for Caldwell Tanks.

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.02 – See attached statement regarding Litigation/Arbitration.

8.03 – Contracts under Construction attached to Schedule A.

8.04 – Similar Projects listing of Elevated Tanks attached to Schedule B.

8.05 – Resumes attached to Schedule C.

CALDWELL
Since 1887
Water - Energy - Industrial

LIST OF STATES C.T.I. LICENSED OR QUALIFIED TO DO BUSINESS

STATE	LICENSE #	EXPIRES:
ALABAMA	7071	10/31/2023
ARIZONA	119790	12/31/2024
ARKANSAS	0028840423	6/23/2023
CALIFORNIA	704908	10/31/2023
COLORADO	QUALIFIED	
CONNECTICUT	MCO.0902595	6/30/2023
DELAWARE	1989039029	12/31/2024
FLORIDA	CG-C057436	8/31/2024
GEORGIA	UC300258	4/30/2025
IDAHO	PWC-C-16733-A-1	1/31/2024
ILLINOIS	QUALIFIED	
INDIANA	QUALIFIED	
IOWA	QUALIFIED	
KANSAS	QUALIFIED	
KENTUCKY	QUALIFIED	
LOUISIANA	10713	1/1/2026
MAINE	QUALIFIED	
MARYLAND	30978780	RENEWAL
MASSACHUSETTS	QUALIFIED	
MICHIGAN	QUALIFIED	
MINNESOTA	QUALIFIED	
MISSISSIPPI	04099-SC	1/19/2024
MISSOURI	QUALIFIED	
MONTANA	7541	8/23/2023
NEBRASKA	QUALIFIED	
NEVADA	0049495	4/30/2024
NEW HAMPSHIRE	QUALIFIED	
NEW JERSEY	QUALIFIED	
NEW MEXICO	50722	12/31/2023
NEW YORK	QUALIFIED	
NORTH CAROLINA	2508	12/31/2023
NORTH DAKOTA	3140	3/1/2024
OHIO	QUALIFIED	
OKLAHOMA	QUALIFIED	
OREGON	191835	9/13/2024
PENNSYLVANIA	QUALIFIED	
RHODE ISLAND	QUALIFIED	
SOUTH CAROLINA	G10255	10/31/2024
SOUTH DAKOTA	QUALIFIED	
TENNESSEE	2027	4/30/2025
TEXAS	QUALIFIED	
UTAH	7862519-5551	11/30/2023
VERMONT	QUALIFIED	
VIRGINIA	2701 013435	4/30/2025
WASHINGTON	CC01 CALDWTI970QP	11/17/2023
WEST VIRGINIA	WV002745	9/29/2023
WISCONSIN	QUALIFIED	
WYOMING	QUALIFIED	

4000 Tower Road Louisville, KY 40219 P: 502-964-3361 F: 502-966-8732

Wilson F. Frazier, CSP, CUSA

Current Role

Director – Environmental, Health, & Safety – Caldwell Tanks, Inc. 1997 - Present
Administration, implementation, and monitoring of all safety and health programs. Field and shop worksite safety audits. Field and shop employee safety training for OSHA, MSHA, EPA, and local regulations. Assurance of Federal, State, and Local regulations compliance. Environmental and hazardous waste management including record keeping for Title V compliance. Worker's compensation management and record keeping.
Security management. Complex project safety management for numerous high profile site owners including NASA, Corp of Engineers, U.S. Government, Bureau of Prisons, Numerous Refineries, Power Generation and Chemical Plants and more. Lead Abatement Management

Education

Master of Science – Loss Prevention and Safety *December, 1997*
Eastern Kentucky University; Richmond, KY
Bachelor of Science – Industrial Risk and Safety Management *August, 1996*
Eastern Kentucky University; Richmond, KY

Professional Experience

Safety Manager – American Tape
Safety Director – Armada Manufacturing
Safety and Health Inspector – Eastern Kentucky University

Professional Certifications & Authorized Training

Certified Safety Professional by the Board of Certified Safety Professionals
Certified Utility Safety Administrator by the National Safety Council
Authorized OSHA 10- and 30-Hour Construction Industry Outreach Trainer
Vertical Rescue Solutions Certified High Angle Rescue Instructor
Qualified Trenching and Shoring Competent Person Trainer
Qualified MSHA Surface Mine Instructor

Professional Affiliations

Board Member, Kentucky Safety & Health Network, 1998 – Present
ANSI Z117.1 Safety Requirements for Confined Spaces Committee Member, 2007 – Present
ANSI A10 Confined Space in Construction Sub-Committee Member, 2012
American Society of Safety Engineers, President-Elect Louisville Chapter 2012 (member since 1998)
Chairman, Steel Tank Institute/Steel Plate Fabricators Association Safety Committee, 2002 – 2004
Represented STI/SPFA Industry Association during OSHA Public Hearing Comments on Proposed Confined Space in Construction Standard
National Safety Council
Academic Advisory Board for EKU's College of Safety, 2010 – Current

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1	249
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Caldwell Tanks, Inc.

Street 4000 Tower Road

City Louisville State Kentucky Zip 40219

Industry description (e.g., Manufacture of motor truck **trailers**)
Engineering, Fabrication, and Construction of **Storage Tanks and Vessels**

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 240

Total hours worked by all employees last year 450,796

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Wilson Frazier — Company executive

Wilson F. Frazier

Director of EHS — Title

502-964-3361 — Phone

1/16/23 — Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
7	199
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Caldwell Tanks, Inc.

Street 4000 Tower Road

City Louisville State Kentucky Zip 40219

Industry description (e.g., Manufacture of motor truck trailers)
Engineering, Fabrication, and Construction of Storage Tanks and Vessels

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 255

Total hours worked by all employees last year 472,092

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Wilson F. Frazier
Company executive

Director of EHS
Title

502-964-3361
Phone

1/24/22
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	16
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Caldwell Tanks, Inc.

Street 4000 Tower Road

City Louisville State Kentucky Zip 40219

Industry description (e.g., Manufacture of motor truck trailers)
Engineering, Fabrication, and Construction of Storage Tanks and Vessels

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 9 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 253

Total hours worked by all employees last year 511,188

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Wilson F. Frazier — Director of EHS (Title)

502-964-3361 (Phone) — 1-14-21 (Date)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 502-585-3277 **FAX (A/C, No):** 502-585-3306 **E-MAIL ADDRESS:** info@sterlingthompson.com
INSURED CALDTAN-01 Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Underwriters at Lloyds London — 32727 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** Travelers Indemnity Company of Connecticut — 25682 **INSURER F :** The Travelers Indemnity Company — 25658

COVERAGES **CERTIFICATE NUMBER:** 1080830613 **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	
F	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	3L210228-IND-23	1/1/2023	1/1/2024	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	3L210216-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-9S291053	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**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	Y	UB-5R605044-22-25-K	1/1/2023	1/1/2024	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 C D	Builders Risk Professional Liability Contractors Pollution	Y	Y	I11183037 001 B0621PCALD000623 G71476200 002	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	See Remark #1 See Remark #3 See Remark #4	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Engineer, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

See Attached...

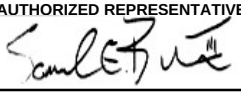
CERTIFICATE HOLDER

Proof of Coverage for Bid Purposes

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: CALDTAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling Thompson Co.	Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
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

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, Excess Liability, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
REMARK #1...BUILDERS RISK CONTINUED:
$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:
$10,000,000 - Any One Project
$1,000,000 - In Transit
$5,000,000- Hot Testing/Performance
$1,000,000 - Soft Cost
$10,000,000 - Flood Annual Aggregate (All Other Zones)
$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX
EXCLUDED - Flood in Zones A, AE or V
$10,000,000 - Earthquake Annual Aggregate
EXCLUDED - Earthquake in State of California
$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties
$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties
DEDUCTIBLES (ALL PERILS):
$25,000 per occurrence except - 250,000 Wind/Hail Deductible
$50,000 Flood - (All Other Zones) and $100,000 (Zones B and SHX)
$50,000 for Earthquake
5% subject to $50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties
3% subject to $50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties
$50,000 Testing
VAULATION: Replacement Cost
COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be
consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.
Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

REMARK #2...WORKERS COMPENSATION
EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:
Policy #VTWXJ-UB-3L210204-TIL-23 Policy Term is 1/1/2023 to 1/1/2024
Carrier: Travelers Property & Casualty Co of America
Workers Compensation(Coverage A): Statutory Limits
Employers Liability (Coverage B): $500K/$500K/$500K
SIR: $500,000

Remarks cont.
REMARK #3...PROFESSIONAL LIABILITY
PROFESSIONAL LIABILITY -Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000623
$2,000,000 Each Claim Limit
$2,000,000 Policy Aggregate Limit
Deductible: $75,000 Each Claim - Applies to Indemnity and Expense

PROFESSIONAL LIABILITY EXCESS
Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000723
$3,000,000 Each Claim Limit
$3,000,000 Policy Aggregate Limit

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess of Primary $2,000,000 Each and Every Claim

REMARK #4...CONTRACTORS POLLUTION LIABILITY
Carrier: Illinois Union Insurance Company (CHUBB)
Policy#:G71476200002 Policy Term: 1/1/2022 to 1/1/2024
Occurrence Form
LIMITS:
$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability
$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
Self-Insured Retention: $250,000 - Per Pollution Condition or Site Environmental Condition

REMARKS #5 CONTRACTORS' EQUIPMENT
Carrier: Federal Insurance Company (Chubb)
Policy # 6642343 Policy Term: 01/01/2023 to 01/01/2024
Occurrence Form
Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:
$10,000,000 Any one occurrence, not to exceed:
$1,000,000 Any one item,
$ 250,000 Riggers Liability
$10,000,000 Flood annual aggregate,
$10,000,000 Earthquake annual aggregate- Excludes the state of California
$25,000 per occurrence Deductible
$50,000 Flood
$50,000 Earthquake
PERILS Include but not limited to Theft,Fire,Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke
VALUATION: Replacement Cost

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CALDWELL
Since 1887
Water - Energy - Industrial

Judgements, Claims, Arbitration/Lawsuits:

Acting as a general contractor, Caldwell Tanks completes approximately two hundred (200) construction projects annually. In the course of completing these contracts, we issue approximately 700 subcontracts and will engage subcontractors for about 25% of the work such as electrical, foundation, fencing, site work, etc. On occasions, disputes and claims arise. On very rare occasions, arbitration or other legal remedies will settle disputes and claims. Additional information available upon request.

4000 Tower Road Louisville, KY 40219 P: 502-964-3361 F: 502-966-8732
57 East Broad Street Newnan, GA 30263 P: 770-253-3232 F: 770-251-9253

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 20th day of July, 20 23.

Caldwell Tanks, Inc.
Name of Bidder

Signature of Bidder

Patrick A. Smith, Sales Manager
Title of Signatory

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Caldwell Tanks owns and maintains all permanent plant and field equipment necessary to manufacture and erect elevated and ground steel storage tanks.		
Plant Equipment includes: 1500 ton Hydraulic Press for dishing spheroidal segments and transition segments; Plate Rolls for cylindrical and conical segments; Wheelabrator Blast Cleaning Equipment and necessary 10 ton overhead shop cranes, weld machines, etc., in a 200,000 square foot fabrication plant.		
Field Equipment includes: 3 Cranes, 32 pickers and 44 construction vans equipped with generators, compressors, weld machines, small tools, and safety equipment, center mast, and 3 drum hoists specifically designed for construction of single pedestal and multi-column elevated water tanks.		

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
See attached listing of suppliers normally utilized by Caldwell Tanks, Inc.	

BIDDER

Executed this: 20th Day of : July 20.23

By: Caldwell Tanks, Inc.
BIDDER

Title: Patrick A. Smith, Sales Manager

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

NOTARY PUBLIC

State of Kentucky

County of: Jefferson

Subscribed and sworn to before me this: 20th day of July, 2023 by Patrick A. Smith.

Carolyn E. Burke, State At Large, KY NOTARY PUBLIC

My Commission Expires: 9/25/2023

Carolyn E. Burke ID # 631832 NOTARY PUBLIC Exp. 9/25/23 STATE AT LARGE, KENTUCKY

END OF SECTION

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MANUFACTURING/SUPPLIER LIST

Contractor will acquire material and parts from the following manufacturers:

_____Please see attached list._____

4000 Tower Road, Louisville, KY 40219, P: 502-964-3361, F: 502-966-8732
57 East Broad Street, Newnan, GA 30263, P: 770-253-3232, F: 770-251-9253

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PLATE & COIL VENDOR INFORMATION

VENDOR NAME	ADDRESS	PHONE	FAX
ARCELOR MITTAL STEEL	250 WEST US HWY 12 BURNS HARBOR, IN 46304	(860) 866-6399 TIFFANY JAYNES	(219) -787-7157
EVRAZ CLAYMONT STEEL	4001 PHILADELPHIA AVE. CLAYMONT, DE 19703	(302) 792-5400 PAM DOELZE	
NUCOR PLATE MILL	P.O. BOX 279 WINSTON, NC 27986	(877) 626-8267 TIKEYLA POWELL	(252) 356-3956
OLYMPIC STEEL, INC.	5080 RICHMOND RD CLEVELAND, OH 44146	(216) 533-9585 STEVE ENGLERT	(216) 292-3513
SSAB – MONTPELIER	1770 BILL SHARP BLVD MUSCATINE, IA 52761	(877) 899-0294 BOB BYNUM	
NUCOR STEEL TUSCALOOSA, INC.	1700 HOLT ROAD N.E. TUSCALOOSA, AL 35404-1000	(205) 562-1167 JULIE TUCKER	Julie.tucker@nucor.com

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PIPE/TUBE & STRUCTURAL VENDOR INFORMATION

VENDOR NAME	ADDRESS	PHONE	FAX
ALTON STEEL C/O SUROVEC	P.O. BOX 750743 DAYTON, OH 45475	(937) 475-1627 DAVID SUROVEC	(937) 435-1868
CMC STEEL FORMERLY SMI STEEL	101 SOUTH 50TH STREET BIRMINGHAM, AL 35232	(800) 621-0262 Libby	(205) 591-4554
McJUNKIN RED MAN CORP	500 N. BROADWAY, STE 1600 ST. LOUIS, MO 53547	(618) 219-9413 KIETH RICHTER	(314) 982-9395
MANDAL PIPE COMPANY	P.O. BOX 2566 LILBURN, GA 30048-2566	(770) 573-3022 DAN NORTON	(770) 979-3485
NUCOR STEEL – BERKELEY	P.O. BOX 2259 MOUNT PLEASANT, SC 29465	(877) 722-3261 PATRICIA COOK	(843) 336-6539
NUCOR – YAMATO STEEL COMPANY	P.O. BOX 1228 BLYTHEVILLE, AR 72316	(800) 289-6977 LORI	(870) 763-9107
AMERICAN PIPING PRODUCTS	P.O. BOX 1479 BALLWIN, MO 63022-0201	(636) 730-3003 JOHN COPPLE	(636) 394-9389
THOMAS PIPE & STEEL/EDGEN CORP.	488 PAUL AVENUE ST. LOUIS, MO 63135	(800) 325-7909 JOE RITTENDALE	(314) 524-3110
EAGLE TUBULAR PRODUCTS	105 CHESSEN LN. ALTON, IL 62002	(888) 558-1702 DAVID VANDERGRIFF	(618) 463-1755

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COATINGS/PAINT VENDOR INFORMATION

VENDOR NAME	ADDRESS	PHONE	FAX
INDURON PROTECTIVE COATINGS	P.O. BOX 2371 BIRMINGHAM, AL 35201-2371	(800) 284-1029	(205) 324-6942
NEXGEN COATING RESOURCES, INC. (TNEMEC COMPANY)	730A MIDDLE TENNESSE BOULEVARD, SUITE 2 MURFREESBORO, TN 37179	(615) 333-1000 JUSTIN TAUTE, CSI	
PORTER PAINTS	P.O. BOX 534 801 SOUTH THIRD LOUISVILLE, KY 40203	(502) 588-9640 BILL THOMPSON	(502) 588-9801
SHERWIN-WILLIAMS/POPLAR	4702A POPLAR LEVEL ROAD LOUISVILLE, KY 40213	(502) 969-1125	(502)969-1058

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SAFETY CLIMB VENDOR INFORMATION

VENDOR NAME	ADDRESS	PHONE	FAX
CAPITAL SAFETY USA	3833 SALA WAY RED WING, MN 55066-5005	(800) 328-6146 KIM KRIE EXT: 6201	(651) 388-5065
FRENCHCREEK PRODUCTION INC.	626 13TH STREET FRANKLIN, PA 16323	(877) 228-9327 CHRIS WILLIAMS	(814) 437-2544
NORTH SAFETY PRODUCTS LTD.	26 DANSK COURT TORONTO, ON M9W 5V8	(800) 836-8006	(888) 667-8477

CITY OF EDINBURG NON-BRIBERY MODEL FORM
CALDWELL TANKS, INC.

July 20, 2023

City of Edinburg
415 West University Drive
Edinburg, TX 78539

Dear City of *Edinburg*

The undersigned party certifies that Caldwell Tanks, Inc. complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

Patrick A. Smith
Printed name

Signature

Sales Manager
Position in bidding company

July 20, 2023
Date

PERFORMANCE BOND

Will be provided if Caldwell Tanks is awarded project.

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Will be provided if Caldwell Tanks is awarded project.

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF KENTUCKY §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared

Patrick A. Smith, who
[Affiant]

being by me duly sworn on his oath stated that he is Sales Manager, of
[Title]

Caldwell Tanks, Inc.
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

[Affiant's Signature]
Patrick A. Smith, Sales Manager

SWORN AND SUBSCRIBED before me on July 20, 2023.
[Date]

Notary Public in and for the State of KENTUCKY

Carolyn E. Burke, State At Large, KY
[Print or type Notary Public name]

Carolyn E. Burke ID # 631832 NOTARY PUBLIC STATE AT LARGE, KENTUCKY Exp. 9/25/23
[Notary Seal]

My Commission Expires: September 25, 2023
[Expiration Date]

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 502-585-3277 **FAX (A/C, No):** 502-585-3306 **E-MAIL ADDRESS:** info@sterlingthompson.com
INSURED CALDTAN-01 Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Underwriters at Lloyds London — 32727 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** Travelers Indemnity Company of Connecticut — 25682 **INSURER F :** The Travelers Indemnity Company — 25658

COVERAGES **CERTIFICATE NUMBER:** 1080830613 **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	
F	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	3L210228-IND-23	1/1/2023	1/1/2024	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	3L210216-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-9S291053	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**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	Y	UB-5R605044-22-25-K	1/1/2023	1/1/2024	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 C D	Builders Risk Professional Liability Contractors Pollution	Y	Y	I11183037 001 B0621PCALD000623 G71476200 002	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	See Remark #1 See Remark #3 See Remark #4	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Engineer, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

See Attached...

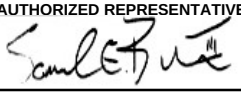
CERTIFICATE HOLDER

Proof of Coverage for Bid Purposes

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: CALDTAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling Thompson Co.	Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
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

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, Excess Liability, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
REMARK #1...BUILDERS RISK CONTINUED:
$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:
$10,000,000 - Any One Project
$1,000,000 - In Transit
$5,000,000- Hot Testing/Performance
$1,000,000 - Soft Cost
$10,000,000 - Flood Annual Aggregate (All Other Zones)
$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX
EXCLUDED - Flood in Zones A, AE or V
$10,000,000 - Earthquake Annual Aggregate
EXCLUDED - Earthquake in State of California
$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties
$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties
DEDUCTIBLES (ALL PERILS):
$25,000 per occurrence except - 250,000 Wind/Hail Deductible
$50,000 Flood - (All Other Zones) and $100,000 (Zones B and SHX)
$50,000 for Earthquake
5% subject to $50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties
3% subject to $50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties
$50,000 Testing
VAULATION: Replacement Cost
COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be
consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.
Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

REMARK #2...WORKERS COMPENSATION
EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:
Policy #VTWXJ-UB-3L210204-TIL-23 Policy Term is 1/1/2023 to 1/1/2024
Carrier: Travelers Property & Casualty Co of America
Workers Compensation(Coverage A): Statutory Limits
Employers Liability (Coverage B): $500K/$500K/$500K
SIR: $500,000

Remarks cont.
REMARK #3...PROFESSIONAL LIABILITY
PROFESSIONAL LIABILITY -Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000623
$2,000,000 Each Claim Limit
$2,000,000 Policy Aggregate Limit
Deductible: $75,000 Each Claim - Applies to Indemnity and Expense

PROFESSIONAL LIABILITY EXCESS
Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000723
$3,000,000 Each Claim Limit
$3,000,000 Policy Aggregate Limit

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess of Primary $2,000,000 Each and Every Claim

REMARK #4...CONTRACTORS POLLUTION LIABILITY
Carrier: Illinois Union Insurance Company (CHUBB)
Policy#:G71476200002 Policy Term: 1/1/2022 to 1/1/2024
Occurrence Form
LIMITS:
$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability
$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
Self-Insured Retention: $250,000 - Per Pollution Condition or Site Environmental Condition

REMARKS #5 CONTRACTORS' EQUIPMENT
Carrier: Federal Insurance Company (Chubb)
Policy # 6642343 Policy Term: 01/01/2023 to 01/01/2024
Occurrence Form
Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:
$10,000,000 Any one occurrence, not to exceed:
$1,000,000 Any one item,
$ 250,000 Riggers Liability
$10,000,000 Flood annual aggregate,
$10,000,000 Earthquake annual aggregate- Excludes the state of California
$25,000 per occurrence Deductible
$50,000 Flood
$50,000 Earthquake
PERILS Include but not limited to Theft,Fire,Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke
VALUATION: Replacement Cost

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FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Caldwell Tanks, Inc.
State of Incorporation: Kentucky
Mailing Address: 4000 Tower Road, Louisville, KY 40219

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Patrick A. Smith, Sales Manager
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative] July 20, 2023 [Typed Date]

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

END OF DOCUMENT

THE CITY OF Edinburg

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Certificate of Existence

Authentication number: 280387
Visit https://web.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

CALDWELL TANKS, INC.

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is February 1, 1892 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 2nd day of November, 2022, in the 231st year of the Commonwealth.

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
280387/0007370

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
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, Legacy Filing for CALDWELL TANKS, INC. (file number 4145506), a KENTUCKY, USA, Foreign For-Profit Corporation, was filed in this office on September 16, 1977.

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 November 02, 2022.

John B. Scott
Secretary of State

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

Caldwell Tanks, Inc.
[Name of Corporation / Contractor]

meeting on this 31st day of January, 20 23, that Patrick A. Smith
[Corporate Representative],

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

20th day of, July, 20 23.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

[Seal]

Secretary/~~Assistant Secretary~~
David E. Bartley

END OF DOCUMENT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
PATRICK A. SMITH
ERIC W. MONSKE
MICHAEL BOODT
WILLIAM A. STETZLER
SHANNON MCKAMEY
CONRAD R. SPANGLER, III

This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 31st day of January, 2023.

ATTEST:
(SEAL)

CALDWELL TANKS, INC.

BY: _____
K. Ryan Harvey
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 31st day of January, 2023, before me personally appeared K. Ryan Harvey, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)

BY: _____
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2023

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, David E. Bartley, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 20th day of July, 2023

(SEAL)

BY: _____
David E. Bartley, Secretary
Caldwell Tanks, Inc.

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Patrick A. Smith
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

Caldwell Tanks, Inc., meeting
name of corporation

on the 31st day of January, 2023, that Patrick A. Smith, _____,

_____, and _____, be, and hereby is,

authorized to act on behalf of Caldwell Tanks, Inc., as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 20th day of July, 2023.

Secretary
David E. Bartley

(seal)
CALDWELL TANKS, INC.
CORPORATE
SEAL
LOUISVILLE, KY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
PATRICK A. SMITH
ERIC W. MONSKE
MICHAEL BOODT
WILLIAM A. STETZLER
SHANNON MCKAMEY
CONRAD R. SPANGLER, III

This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 31st day of January, 2023.

ATTEST:
(SEAL)

CALDWELL TANKS, INC.

BY: _____
K. Ryan Harvey
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 31st day of January, 2023, before me personally appeared K. Ryan Harvey, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)

BY: _____
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2023

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, David E. Bartley, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 20th day of July, 2023

(SEAL)

BY: _____
David E. Bartley, Secretary
Caldwell Tanks, Inc.

Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Kentucky,

on this day personally appeared Patrick A. Smith, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is Sales Manager, of
[Title]

the Caldwell Tanks, Inc., Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this 20th day of July, 20 23. A duly certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity, declares and assures the City of Edinburg that Contractor will construct the Project in accordance with sound construction practice and all laws of the State of Texas.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

Patrick A. Smith, [Affiant] Sales Manager

SWORN AND SUBSCRIBED before me on this 20th day of July, 2023.

Carolyn E. Burke ID # 631832 NOTARY PUBLIC STATE AT LARGE, KENTUCKY Exp. 9/25/23

Notary Public in and for the State of KENTUCKY

Carolyn E. Burke, State At Large, KY
[Print or Type Notary Public Name]

[Seal]

My Commission Expires: September 25, 2023
[Expiration Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Caldwell Tanks, Inc.
[Typed Name of Company:]

Patrick A. Smith, Sales Manager
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

July 20, 2023
[Date]

If unable certify the above statements, explanation is attached.

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

END OF DOCUMENT

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: See attached references for five (5) projects completed by Caldwell Tanks

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

Email: _____

Phone: _____

Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

PROJECT NAME: E-8972 St. Charles Co., MO **PROJECT MANAGER:** Maria Yuhas **DATE:** 11-16-22

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality	☐	☑	☐	☐	☐	☐
2. Overall Safety	☑	☐	☐	☐	☐	☐
3. Compliance with Contractual Terms/Provisions	☑	☐	☐	☐	☐	☐
4. Project Timeline Completion	☐	☑	☐	☐	☐	☐
5. Foundation	☐	☐	☐	☐	☐	☑
6. Paint Subcontractor	☑	☐	☐	☐	☐	☐

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

   Maria Yuhas was excellent to work with as well as your field personnel. It was truly a pleasure working with Caldwell on this project.

8. **Optional:**
   Your name: Jon Reader
   Company: Goodwin Brothers Construction
   Telephone/Email: jreader@goodwinbros.com

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

E-8932 Lansdale, PA

PROJECT NAME: 0.25 MG Hillcrest Elevated Tank **PROJECT MANAGER:** Maria Yuhas **DATE:** 5/10/22

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality						
2. Overall Safety						
3. Compliance with Contractual Terms/Provisions						
4. Project Timeline Completion						
5. Foundation						
6. Paint Subcontractor						

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

8. **Optional:**
Your name:
Company:
Telephone/Email:

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

E-9048 Taylortown, NC

PROJECT NAME: USDA Water & Sewer Improvements **PROJECT MANAGER:** Jerze Hazlett **DATE:** 5/10/22

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality	✓					
2. Overall Safety	✓					
3. Compliance with Contractual Terms/Provisions	✓					
4. Project Timeline Completion	✓					
5. Foundation	✓					
6. Paint Subcontractor	✓					

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

8. **Optional:**
   Your name: Stephen Francis
   Company: LKC Engineering
   Telephone/Email: stephen@lkcengineering.com

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

Additional Comment Space: Jerze and the Caldwell team were great to work with on this project. Early on in the project we requested changes to the original design and Caldwell was able to help us through the design options and costs for each so that we were able to accomodate the Town in the best way possible. Caldwell and all of the subcontractors on this project were great to work with and our on-site inspectors had nothing but positive things to say during construction. We can always trust Caldwell to give us the best possible product and always look forward to working with them.

Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

PROJECT NAME: E-8875 Lostant, IL **PROJECT MANAGER:** Rodjer Bourne **DATE:** 05/03/21

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality	☑	☐	☐	☐	☐	☐
2. Overall Safety	☑	☐	☐	☐	☐	☐
3. Compliance with Contractual Terms/Provisions	☑	☐	☐	☐	☐	☐
4. Project Timeline Completion	☑	☐	☐	☐	☐	☐
5. Foundation	☑	☐	☐	☐	☐	☐
6. Paint Subcontractor	☑	☐	☐	☐	☐	☐

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

Always a pleasure to work with Caldwell!

8. **Optional:**
Your name: Don Bixby
Company: Chamlin • Associates, Inc.
Telephone/Email: 815-223-3344 donb@chamlin.com

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

PROJECT NAME: E-9055 Mecklenburg Co., VA **PROJECT MANAGER:** David Francis **DATE:** 09/06/2022

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality	☑	☐	☐	☐	☐	☐
2. Overall Safety	☑	☐	☐	☐	☐	☐
3. Compliance with Contractual Terms/Provisions	☑	☐	☐	☐	☐	☐
4. Project Timeline Completion	☑	☐	☐	☐	☐	☐
5. Foundation	☑	☐	☐	☐	☐	☐
6. Paint Subcontractor	☑	☐	☐	☐	☐	☐

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

   Caldwell has been very accommodating in meeting Microsoft completion deadlines.

8. **Optional:**
   Your name: Freeman R. Jones Jr.
   Company: B & B Consultants, Inc.
   Telephone/Email: 434-447-7621

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK 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
Interest Statement	✓
Company submitting proposal for the Elevated Storage Tank Qualification General Questionnaire	✓
*Project Requirements Acknowledgment	✓
Litigation Disclosure	✓
Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	✓
*Insurance Requirement Acknowledgment	✓
Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Vendor Questionnaire)	✓
Submittal Checklist	✓
*House Bill 89 Verification	✓
*Formal Proposal for the One Million Gallon Elevated Storage Tank	✓
1 Original* and 2 Copies of Submittal	✓

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

DocuSign Envelope ID: 464146CB-9717-431D-9801-D3D8DA4BFFB1

STERLING THOMPSON COMPANY

INSURANCE SINCE 1937

July 20, 2023

Caldwell Tanks Inc.
4000 Tower Road
Louisville, KY 40219

To Whom it May Concern:

We are the current agent for Caldwell Tanks Inc. and control all of the insurance policies reflected on the Certificate of Liability. Please be advised the insurance coverages reflected on the Certificate of Liability are valid and in-force through the expiration date of 01-01-2024.

Please contact me directly if you require any additional information specific to the insurance for Caldwell Tanks Inc.

Sincerely,

DocuSigned by:
Jennifer Whitehouse
235DF8F6917C48B...

Jennifer Whitehouse
Account Manager

MAIN OFFICE
401 W. Main St. ste 1200 Louisville, Kentucky 40202 | sterlingthompson.com | Office: 502.585.3277

Other Offices: Lexington, KY | Richmond, VA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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 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 Sterling Thompson Co. 3006 Eastpoint Pkwy Louisville KY 40223	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 502-585-3277 **FAX (A/C, No):** 502-585-3306 **E-MAIL ADDRESS:** info@sterlingthompson.com
INSURED CALDTAN-01 Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Underwriters at Lloyds London — 32727 **INSURER D :** Illinois Union Insurance Company — 27960 **INSURER E :** Travelers Indemnity Company of Connecticut — 25682 **INSURER F :** The Travelers Indemnity Company — 25658

COVERAGES **CERTIFICATE NUMBER:** 1080830613 **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	
F	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	3L210228-IND-23	1/1/2023	1/1/2024	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	3L210216-TIL-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-9S291053	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**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	Y	UB-5R605044-22-25-K	1/1/2023	1/1/2024	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 C D	Builders Risk Professional Liability Contractors Pollution	Y	Y	I11183037 001 B0621PCALD000623 G71476200 002	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	See Remark #1 See Remark #3 See Remark #4	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Engineer, & their respective officers, directors, partners, employees, agents, consultants, & subcontractors are named an Additional Insured on a blanket basis with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability. The General Liability and Excess Liability, which follows form, includes blanket Contractual Liability and is subject to the same definitions, terms, and conditions set forth in the General Liability policy. The General Liability as referenced above includes coverage for Explosion, Collapse, & Underground (X,C,U). The General Liability definition of "Occurrence" is amended to include Subcontracted Work Property Damage.

A Severability of Interest/Separation of Insured clause applies with respect to the General Liability and the Excess Liability which follows form.

See Attached...

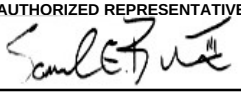
CERTIFICATE HOLDER

Proof of Coverage for Bid Purposes

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: CALDTAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling Thompson Co.	Caldwell Group, LLC, Caldwell Tanks, Inc. & Caldwell Energy Company, LLC 4000 Tower Rd Louisville KY 40219
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

With respect to all claims the Insurance coverage is written on a Primary and Non-Contributory basis, including those claims arising from both on-going & completed operations, in favor of the certificate holder with respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

A Waiver of Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability, Excess Liability, & Workers' Compensation where applicable by law.

A 30-day written notice of cancellation &/or material changes, or refusal of renewal will be provided to the Certificate Holder with respect to the respect to the General Liability, Auto Liability, & Excess/Umbrella Liability.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
REMARK #1...BUILDERS RISK CONTINUED:
$10,000,000 - Construction Works (Job Sites) Per Occurrence, not to exceed:
$10,000,000 - Any One Project
$1,000,000 - In Transit
$5,000,000- Hot Testing/Performance
$1,000,000 - Soft Cost
$10,000,000 - Flood Annual Aggregate (All Other Zones)
$1,000,000 - Flood Annual Aggregate for Projects located in Zones B and SHX
EXCLUDED - Flood in Zones A, AE or V
$10,000,000 - Earthquake Annual Aggregate
EXCLUDED - Earthquake in State of California
$1,000,000 - Named Windstorm or Hail in Tier 1 Coastal Counties
$1,000,000 - Named Windstorm or Hail in Tier 2 Coastal Counties
DEDUCTIBLES (ALL PERILS):
$25,000 per occurrence except - 250,000 Wind/Hail Deductible
$50,000 Flood - (All Other Zones) and $100,000 (Zones B and SHX)
$50,000 for Earthquake
5% subject to $50,000 Minimum for Windstorm or Hail - Tier 1 Coastal Counties
3% subject to $50,000 Minimum for Windstorm or Hail - Tier 2 Coastal Counties
$50,000 Testing
VAULATION: Replacement Cost
COVERAGE FORM: Special Form -Direct physical loss to property of every kind and description intended to become a permanent part of, or be
consumed in, the construction, fabrication, assembly, installation, erection or alteration of the Insured Project.
Perils Include but not limited to Theft, Fire, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Riot, Aircraft, and Smoke

REMARK #2...WORKERS COMPENSATION
EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE:
Policy #VTWXJ-UB-3L210204-TIL-23 Policy Term is 1/1/2023 to 1/1/2024
Carrier: Travelers Property & Casualty Co of America
Workers Compensation(Coverage A): Statutory Limits
Employers Liability (Coverage B): $500K/$500K/$500K
SIR: $500,000

Remarks cont.
REMARK #3...PROFESSIONAL LIABILITY
PROFESSIONAL LIABILITY -Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000623
$2,000,000 Each Claim Limit
$2,000,000 Policy Aggregate Limit
Deductible: $75,000 Each Claim - Applies to Indemnity and Expense

PROFESSIONAL LIABILITY EXCESS
Policy Term: 1/1/2023 to 1/1/2024 Claims Made Form
Design Build & Contractors Professional Liability
Carrier: Underwriters at Lloyd's, London - Policy# B0621PCALD000723
$3,000,000 Each Claim Limit
$3,000,000 Policy Aggregate Limit

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sterling G Thompson Company, LLC	Caldwell Group, LLC Caldwell Tanks Inc. 4000 Tower Road Louisville, KY 40219
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess of Primary $2,000,000 Each and Every Claim

REMARK #4...CONTRACTORS POLLUTION LIABILITY
Carrier: Illinois Union Insurance Company (CHUBB)
Policy#:G71476200002 Policy Term: 1/1/2022 to 1/1/2024
Occurrence Form
LIMITS:
$10,000,000 - Per Pollution Condition or Site Environmental Condition Limit of Liability
$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
Self-Insured Retention: $250,000 - Per Pollution Condition or Site Environmental Condition

REMARKS #5 CONTRACTORS' EQUIPMENT
Carrier: Federal Insurance Company (Chubb)
Policy # 6642343 Policy Term: 01/01/2023 to 01/01/2024
Occurrence Form
Limits include Owned, Borrowed, Leased, or Rented Contractors' Equipment:
$10,000,000 Any one occurrence, not to exceed:
$1,000,000 Any one item,
$ 250,000 Riggers Liability
$10,000,000 Flood annual aggregate,
$10,000,000 Earthquake annual aggregate- Excludes the state of California
$25,000 per occurrence Deductible
$50,000 Flood
$50,000 Earthquake
PERILS Include but not limited to Theft,Fire,Windstorm, Explosion, Hail, Lightning, Vandalism, Malicious Mischief, Wind, Collapse, Civil Commotion, Terrorism, Aircraft, and Smoke
VALUATION: Replacement Cost

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GREAT AMERICAN INSURANCE GROUP

Great American Tower 24
301 East Fourth Street
Cincinnati, OH 45202

GreatAmericanInsurance.com

Maxwell J. Miller
Bond Manager
direct 513 412 9176

June 13, 2023

Re: Caldwell Tanks, Inc.

To Whom it May Concern,

We are providing this information at the request of our principal, Caldwell Tanks, Inc. Great American Insurance Group has been providing surety bonds for Caldwell Tanks, Inc. since 1985.

Great American Insurance Group has an A.M. Best rating of A+ (Superior) with a financial size category of XV ($2 Billion or greater). Our federal treasury limit for surety bonds is $250,981,000.

Through our partnership with Caldwell Tanks, Inc., we deem them to be a best in class contractor. Because of this, we look forward to working with them for many years to come and favorably view bond support on any upcoming projects they partner with your firm on. We have supported Caldwell Tanks, Inc. on single projects approximating $100,000,000 and a total work program in excess of $300,000,000. Neither of these support limits should be construed as the maximum amount of surety credit available to Caldwell Tanks, Inc.

Any arrangement for bonds required by your firm is a matter between Caldwell Tanks, Inc. and ourselves. We assume no liability to you or third parties if for any reason we do not execute performance and payment bonds.

If we can be of service, or should you have any questions, please feel free to contact me.

Very truly yours,

Maxwell Miller
Bond Manager

Gerald A. (Tony) Burke, P.E.

Current Role:

10/08-Present Director of Engineering
Caldwell Tanks, Inc., Louisville, Kentucky

Responsibilities

- Direct engineering staff in all phases of technical work
- Establish production priorities for engineering staff
- Coordinate work activities with outside consultants
- Perform annual reviews of engineering department staff
- Establish annual goals for engineering department
- Establish standard processes for engineering design
- Direct research and development activities
- Problem solve issues related to foundation construction, shop fabrication, and tank erection
- Serve as engineer-of-record on numerous projects
- Report engineering department activity and progress to Caldwell management team

04/99-10/08 Engineering Production Manager
Caldwell Tanks, Inc., Louisville, Kentucky

Responsibilities

- Prioritize and schedule daily responsibilities of engineering department staff
- Coordinate work activities with outside consultants
- Perform annual reviews of engineering department staff
- Interact with Vice-President of Engineering in development of annual goals for engineering department
- Establish standard processes for engineering design
- Serve as primary technical consultant to key personnel in other departments of company
- Problem solve issues related to foundation construction, shop fabrication, and steel tank erection
- Serve as project engineer and/or engineer-of-record on all CET projects (see below for additional responsibilities listed under project engineer description)

Abilities

- Proficient in a variety of software packages including Mathcad, Autocad, Microsoft Office Suite
- Knowledgeable in many design codes including ASCE 7, IBC, ACI 318, AWWA D100, API 650
- Technical – tank and foundation projects completed nationwide for all types of owners under all types of contractual requirements including design-build, industrial, municipal, site development, and federal government
- Communication skills – experienced in dealing with wide variety of persons from technical to management to laborers
- Multi-tasking – maintain technical responsibilities for 15-20 projects at any given time along with managerial responsibilities

Recognitions

- Served as project engineer or engineer-of-record for many tanks recognized by various trade associations

08/88-04/99 Project Engineer
Caldwell Tanks, Inc., Louisville, Kentucky

- Lead Project Engineer and Engineer of Record for Composite Elevated Tanks
- Lead Project Engineer on all first-time tank styles and tank sizes
- Train new hires within Engineering Department
- Responsible for the review of design calculations and details for foundation and tank drawing submittal packages.
- Provide technical support for departments throughout the organization
- Assist with updates to proprietary design software
- Maintain technology used by engineering department staff
- Responsible for design of all styles of tanks and foundations
- Serve as backup for programming of automated burning tables
- Foundation designs include shallow individual footings, ringwalls, ringwalls with mats and footings, ground modification procedures, all types of deep foundations

Education:
University of Louisville, Louisville, Kentucky
Master of Engineering Degree in Civil Engineering - 2003

University of Louisville, Louisville, Kentucky
Bachelor of Science Degree – 1989

Professional Registrations:

Licensed Professional Engineer in 11 states (Kentucky, Indiana, Minnesota, North Carolina, Ohio, Pennsylvania, South Carolina, South Dakota, Texas, Wisconsin and Virginia)

Donald L. Stilger, P.E.

Current Role

Vice President, Engineering - Industrial – Caldwell Tanks, Inc. *2014 – Present*
Manager of Engineering staff in Louisville, KY and Urbandale, IA for industrial products.

Education:

Master of Science Degree – Civil Engineering (1982)
Purdue University
Bachelor of Science Degree – Civil Engineering (1981)
Purdue University

Professional Experience:

Assistant Vice President, Engineering – Caldwell Tanks, Inc. *2006 – 2014*
Responsible for the review of design calculations and details for foundation and tank drawing submittal packages.

Assistant Vice President – Engineering - Caldwell Tanks, Inc. *1994 – 1998*
Manager of the Engineering Department with staff in Louisville, KY and Newnan, GA. Responsible for evaluating and improving current design software and procedures, and implementing revisions in accordance with updated national Codes and Standards. Managed the research and design development of specialty products. Provided technical assistance to the other departments throughout the company.

Structural Review Engineer – Caldwell Tanks, Inc. *1993 - 1994*
Responsible for the review of design calculations and details for foundation and tank drawing submittal packages. Also, assisting with updates to proprietary design software.

Lead Structural Engineer – John Brown E & C *1992 – 1993*
Responsible for developing structural package for industrial clients including “clean” design for food manufacturing facilities.

Structural Design Engineer – ARSEE Engineers, P.C. *1987 – 1992*
Responsible for providing clients various structural engineering services for new commercial and industrial construction, foundation design, failure investigation and analysis, renovation and maintenance repairs.

Structural Design Engineer – CBI NaCon *1984 – 1987*
Member of corporate design group providing technical support for design and construction activities worldwide. Responsible charge for the design of elevated and ground storage vessels, vessel support towers and steel-framed industrial buildings.

Engineer Advancement Program – Chicago Bridge & Iron Company 1982 - 1984
Responsible for producing and checking design drawings, calculations and Project Specifications. Member of Chief Engineer’s staff updating and developing company design standards and computer software.

Professional Certifications:

Licensed Professional Engineer in 37 states including Illinois, Indiana, and Kentucky and the Canadian Provinces of New Brunswick and Nova Scotia.
Certified General Contractor Agent – State of Florida

Professional Affiliations:

American Water Works Association
American Society of Civil Engineers
American Concrete Institute
American Institute of Steel Construction
American Welding Society
Chi Epsilon
Phi Eta Sigma
Phi Kappa Phi
Tau Beta Pi

Timothy “Quintin” Ogle

Current Role:

Field - Steel Construction Superintendent – Caldwell Tanks, Inc. 2015 - Present

Professional Experience:

Steel Construction Manager, Steel Foreman, Pusher, Boilermaker 1998 - 2015

- Worked in all capacities in field construction operations.
- Crew Foreman on 500,000 gallon up to 3,000,000 gallon Composite Elevated Tanks.
- Crew Foreman on 100,000 gallon up to 200,000 gallon Leg Tanks.
- Worked on over 250 projects, including ground level storage tanks and all other styles and capacities of elevated tanks. Achieved highest safety awards resignation. Awarded as top crew “Tankie of the Year” three times.
- Has improved field efficiency through implementation of new erection procedures, automatic welding, and improved safety in field construction operations.
- Present duties include coordination of all field construction activities, including training of field personnel.
- Coordinates field quality control functions.
- As Field Superintendent of Construction; supervised over 100 field construction projects including: Qualifications

Qualifications:

- AWS Certified Welder
- Skilled Rigger/Operator
- Certified Crane Operator through CIC
- Advanced Climber/Fall Protection Qualified
- AWWA Code Knowledgeable
- API Knowledgeable
- ASME Section IX Knowledgeable
- OSHA 30 Hour Certified
- CPR/1st Aid Certified
- High Angle Rescue Certified
- Scaffold Certified
- Ongoing training in Safety as it relates to the industry
- Good Communication-Coordination Skills

David E Francis

Work Experience:

Caldwell Tanks Inc. – Louisville, KY

9-2013 to Present: Director of Civil Construction – Manage and direct all in-house and subcontract operations in regards to foundation installation and underground water line installation nationwide.

6-2012 to 9-2013: Civil Subcontract Manager – Manage and direct the contracting and installation of all our subcontractors in regards to foundation installation and underground water line and utility installation.

5-2010 to 6-2012: Civil Construction Superintendent – Manage and direct all in-house foundation and water line piping crews.

Wilcon Constructors LLC. – Louisville, KY

3-2007 to 4-2010: Owner – General Construction Company working in the residential and commercial areas.

AES Specialty Contractors – Louisville, KY

2003 to 2007 – Project Manager/Estimator – Specialty contractor working in the abatement, insulation and fireproofing industry. Work included job estimation and managing of field crews.

Badgett Constructors LLC. – Louisville, KY

1998 to 2003 - Onsite Project Manager/General Superintendent – Manage and direct job specific operations and subcontractors, work included concrete, general framing, plumbing above and below grade, HVAC, electrical, underground sewers and utility construction, flooring, ceilings along with many other construction related activities.

Abel Construction – Louisville, KY

1992 to 1998 – Laborer, Carpenter, General Superintendent – Work included installation of concrete, underground utilities, interior and exterior framing, finish work, equipment operation, manage and direct job specific operations, crews and subcontractors.

Michael R. Shaffer

Current Role

Caldwell Tanks, Inc. **May 2014 – Present**
Director of Steel Construction

Currently manage 150 employees including 14 superintendents/crews, 3 Construction Managers and 10 operational support staff
Oversee and manage department overhead and adjust estimates to accurately incorporate current overhead rates
Voting member of API committee (sub group Fabrication and Joint committee) which writes and modifies the API 650, 620 & 653 standards
Directly responsible for financial management of Steel Construction Division and interpreting corporate financial reports directly related to Steel Construction
Directly communicate with other department heads and coordinate Steel Construction activities to coincide with corporate needs, as well as, appropriately matching superintendent/crew skill sets to specific activities
Estimate steel construction costs for bidding purposes
Approve industrial tank bids prior to sending to the customer
Determine when changes in scope occur and direct Project Managers to notify customer of change and generate Change Order
Member of corporate Safety and Loss Control Committee
Write company specific safety policies to minimize personnel risk, promote safe and engaged employees and mandate safe work practices
Work with corporate attorney and CEO to negotiate union contracts
Negotiate with local unions on PLA (Project Labor Agreement) terms and conditions
Negotiate contract “Terms and Conditions” with various vendors and sub-contractors

Education

Sullivan University (Louisville, KY) Business Management Program
Edinboro University of Pennsylvania (Edinboro, PA) Criminal Justice Program

Technical Qualifications

Pennsylvania Department of Environmental Protection AFMX certified
NCCCO Large and Small Telescopic Crane Operator Certified

Proficient at scaling very large and complex cranes including tandem/critical lifts
Ability to prepare professional lift plans in accordance with local, state and federal laws
Certified welder in SMAW (6010, 7010, 7018, 7014, 7024, 8018, 304S.S., 316S.S., Duplex) FCAW(11Ni1, 8Ni3, 311, 71M, 304S.S., 308S.S., 309S.S., 316S.S. and Duplex) SAW (L60 & L61)
Certified rigger and signal person
Experienced operating numerous sizes and styles of heavy equipment including cranes, derricks, lifts and earth moving equipment
OSHA 10 and 30 hour certified
ISTC Basic Plus certified

Wilson F. Frazier, CSP, CUSA

Current Role

Director – Environmental, Health, & Safety – Caldwell Tanks, Inc. 1997 - Present
Administration, implementation, and monitoring of all safety and health programs. Field and shop worksite safety audits. Field and shop employee safety training for OSHA, MSHA, EPA, and local regulations. Assurance of Federal, State, and Local regulations compliance. Environmental and hazardous waste management including record keeping for Title V compliance. Worker's compensation management and record keeping.
Security management. Complex project safety management for numerous high profile site owners including NASA, Corp of Engineers, U.S. Government, Bureau of Prisons, Numerous Refineries, Power Generation and Chemical Plants and more. Lead Abatement Management

Education

Master of Science – Loss Prevention and Safety *December, 1997*
Eastern Kentucky University; Richmond, KY
Bachelor of Science – Industrial Risk and Safety Management *August, 1996*
Eastern Kentucky University; Richmond, KY

Professional Experience

Safety Manager – American Tape
Safety Director – Armada Manufacturing
Safety and Health Inspector – Eastern Kentucky University

Professional Certifications & Authorized Training

Certified Safety Professional by the Board of Certified Safety Professionals
Certified Utility Safety Administrator by the National Safety Council
Authorized OSHA 10- and 30-Hour Construction Industry Outreach Trainer
Vertical Rescue Solutions Certified High Angle Rescue Instructor
Qualified Trenching and Shoring Competent Person Trainer
Qualified MSHA Surface Mine Instructor

Professional Affiliations

Board Member, Kentucky Safety & Health Network, 1998 – Present
ANSI Z117.1 Safety Requirements for Confined Spaces Committee Member, 2007 – Present
ANSI A10 Confined Space in Construction Sub-Committee Member, 2012
American Society of Safety Engineers, President-Elect Louisville Chapter 2012 (member since 1998)
Chairman, Steel Tank Institute/Steel Plate Fabricators Association Safety Committee, 2002 – 2004
Represented STI/SPFA Industry Association during OSHA Public Hearing Comments on Proposed Confined Space in Construction Standard
National Safety Council
Academic Advisory Board for EKU's College of Safety, 2010 – Current

Scott M. McIntire, P.E.

Current Role

Quality Assurance Manager – Caldwell Tanks, Inc. *2003 - Present*
Primary duty is to oversee the Quality Assurance program at Caldwell Tanks' two fabrication plants (in Kentucky & Georgia) and the Field & Paint Operations nationwide. These duties include: (1) Directing company inspectors as required. (2) Evaluating and resolving issues or questions that occur. (3) Recommendation, evaluation, purchase and installation of shop and field equipment.

Education:

Bachelor in Mechanical Engineering 1981 (Co-Op)
Georgia Institute of Technology

Professional Experience:

Operations Manager - Caldwell Tanks, Inc. *1999 – 2003*
Primary duty is Department Head for Project Management. Other duties include: (1) Setting Job project schedule and ship dates for the Shop Operations at Newnan Plants. (2) Overseeing project to combine engineering departments. (3) Overseeing equipment purchase and installation of shop improvements. (4) Coordinate with past owner to close-out outstanding projects and "tie-up" loose ends.

Vice President – Operations – Brown Steel Contractors, Inc. *1997 - 1999*
Responsible for all Project Management, Engineering, Shop and Field Operations. Duties and accomplishments included: (1) Setting Field Schedule - which, in turn, dictated all other schedules. (2) Improved Shop and Field Performance while reducing injuries. (3) Reviewed all capital expense requests for my departments - submitting annual and updated capital expense budgets. (4) Remained very involved in Project Management and Engineering due to lack of experience in the departments. (5) Coordinated with Sales in determining bidding philosophy - i.e. acceptable margins based on current backlogs in the shop and field.

Chief Production Engineer – Brown Steel Contractors, Inc. *1989 - 1997*
Responsible for overseeing all drawing production and engineering issues. Standards used include AWWA-D100, API 650, API 620, FM and Customer Specifications. Duties and accomplishments included: (1) Partially automating drawing production - improving the quality, presentation and speed in which drawings were produced. (2) Developed and oversaw Die design for 1500 Ton Press. (3) Developed and oversaw the use of N.C. for all burning tables - including "flat plate" layout for dished segments. (4) Worked with Sales to improve accuracy of Sales preliminary design.

Staff Engineer - Brown Steel Contractors, Inc. *1984 - 1988*
Responsible of complete design and detailing of approximately 120 elevated water tanks and API tanks ranging in size from 50,000 gallon to 1.5 million. Designs included foundations, structural supports and standards. Also responsible for implementing the use of AutoCad in Engineering starting in 1987.

Field Engineer - Brown Steel Contractors, Inc. *1983-1984*

Worked on erection crews to obtain first hand knowledge of erection procedures and problems. Used this knowledge in all future engineering and operations management.

Sales Engineer- Brown Steel Contractors, Inc. *1981- 1983*
Reviewed plans and specifications for design requirements, developing a preliminary design used for estimating.

Certification:

Professional Engineering Registration (GA in 1985)
NACE Certified Coatings Inspector – Level III
AWS CWI Certified Welding Inspector
SSPC – Quality Control Supervisor
ICC General Building Contractor

Affiliations:

American Welding Society (AWS)
NACE International
The Society for Protective Coatings (SSPC)

From: Stephen Francis <Stephen@lkcengineering.com>
Sent: Thursday, May 12, 2022 7:52 AM
To: Shelley Shirer <sshirer@caldwelltanks.com>
Subject: RE: Taylortown, NC USDA Water & Sewer Improvements

Shirley,

Please see the attached completed survey. As always it was great working with you all on this project. We look forward to the next one!

Thanks,
Stephen Francis

STEPHEN FRANCIS, P.E.

LKC Engineering, PLLC
140 Aqua Shed Court
Aberdeen, NC 28315
Ph: (910) 420-1437
Fax: (910) 637-0096
Cell: (910) 639-0962
www.LKCengineering.com

From: Shelley Shirer <sshirer@caldwelltanks.com>
Sent: Tuesday, May 10, 2022 11:56 AM
To: Stephen Francis <Stephen@lkcengineering.com>
Cc: Shelley Shirer <sshirer@caldwelltanks.com>
Subject: Taylortown, NC USDA Water & Sewer Improvements

Mr. Francis,

We hope that the Town of Taylortown 75,000 Gallon elevated water storage tank startup went smoothly, and the tank is performing as it should.

Caldwell is ISO 9001:2015 Certified and committed to Satisfying our Customers and Continually improving our processes.

Please let us know how we did with the construction process by completing the attached 6 question (less than 5 minute) survey.

Your input is valued and will be used to help to improve our processes.

The completed survey should be returned to me via email or fax. Feel free to contact me with any questions or concerns.

Thank you

Shelley Shirer | Business Systems Manager
Caldwell Tanks, Inc & Preload, LLC
4000 Tower Road | Louisville, KY 40219
phone: (502) 964-3361
fax: (502) 962-6270
sshirer@caldwelltanks.com

From: Christine Gunsaullus <CGunsaullus@entecheng.com>
Sent: Tuesday, May 10, 2022 4:19 PM
To: Shelley Shirer <sshirer@caldwelltanks.com>
Subject: RE: North Penn Water Authority 0.25 MG Hillcrest elevated tank

Good Afternoon,
For some reason I can't alter this PDF.
Your team and crews did a great job on this tank – so (5) Very satisfied for all items.
Thank you-

Christine Gunsaullus
Entech Engineering, Inc.

From: Shelley Shirer <sshirer@caldwelltanks.com>
Sent: Tuesday, May 10, 2022 11:39 AM
To: Christine Gunsaullus <CGunsaullus@entecheng.com>
Cc: Shelley Shirer <sshirer@caldwelltanks.com>
Subject: North Penn Water Authority 0.25 MG Hillcrest elevated tank

Ms. Gunsaullus,

We hope that the North Penn Water Authority 0.25 MG Hillcrest elevated tank startup went smoothly, and the tank is performing as it should.

Caldwell is ISO 9001:2015 Certified and committed to Satisfying our Customers and Continually improving our processes.

Please let us know how we did with the construction process by completing the attached 6 question (less than 5 minute) survey.

Your input is valued and will be used to help to improve our processes.

The completed survey should be returned to me via email or fax. Feel free to contact me with any questions or concerns.

Thank you,

Shelley Shirer | Business Systems Manager
Caldwell Tanks, Inc & Preload, LLC
4000 Tower Road | Louisville, KY 40219
phone: (502) 964-3361
sshirer@caldwelltanks.com



Product and Quality Survey

Caldwell Tanks, Inc. is now ISO 9001:2015 Certified and strives to ***Satisfy Customers and Continually Improve*** our processes. We ask that you complete this short questionnaire, as your input is vital in our continual efforts towards exceptional quality and customer satisfaction.

PROJECT NAME: E-8875 Lostant, IL **PROJECT MANAGER:** Rodjer Bourne **DATE:** 05/03/21

PLEASE RESPOND TO EACH OF THE FOLLOWING BY CHECKING THE APPROPRIATE BOXES AT RIGHT	VERY SATISFIED (5)	SATISFIED (4)	NEUTRAL (3)	DISSATISFIED (2)	VERY DISSATISFIED (1)	N/A
1. Overall Product Quality	☑	☐	☐	☐	☐	☐
2. Overall Safety	☑	☐	☐	☐	☐	☐
3. Compliance with Contractual Terms/Provisions	☑	☐	☐	☐	☐	☐
4. Project Timeline Completion	☑	☐	☐	☐	☐	☐
5. Foundation	☑	☐	☐	☐	☐	☐
6. Paint Subcontractor	☑	☐	☐	☐	☐	☐

7. **Other comments** – Please feel free to make any comments or suggestions that may improve the quality of Caldwell's services. Please use the back of the sheet if you need additional space for comments.

Always a pleasure to work with Caldwell!

8. **Optional:**
Your name: Don Bixby
Company: Chamlin • Associates, Inc.
Telephone/Email: 815-223-3344 donb@chamlin.com

Please return completed surveys to Shelley Shirer, Business Systems Manager: sshirer@caldwelltanks.com, or by mail at Caldwell Tanks, 4000 Tower Road, Louisville, KY 40219.

Thank you for your feedback.

SAM.GOV

Entity Workspace Results 1 Total Results

CALDWELL TANKS INC

Unique Entity ID: MHN8X6JUNTU9

CAGE/NCAGE: 10263

Entity Status: Active Registration

Doing Business As:

Physical Address:
4000 TOWER RD
LOUISVILLE , KY
40219-1901 USA

Expiration Date:
Sep 01, 2023

Purpose of Registration:
All Awards

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

July 20, 2023

Company/Vendor Name:

Caldwell Tanks, Inc.

Printed Name and Title:

Patrick A. Smith, Sales Manager

Authorized Signatory:

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:

Address and Zip Code: Caldwell Tanks, Inc.

4000 Tower Road
Louisville, KY 40219

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes __X__ No _____ (If answer is yes, identify the most recent contract)
   E-9267 - Waverly-TN
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes __X__ No _____ (If answer is yes, identify the most recent contract)
   E-9267 - Waverly-TN
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes __X__ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Patrick A. Smith, Sales Manager
(Name and Title of Signer – please type)

Signature

July 20, 2023
Date

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

HUD 4238

Caldwell Tanks will provide this form from our Subcontractors if we are the successful, low bidder on this project.

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Patrick A. Smith

Title of Contractor's Authorized Official: Sales Manager

Date: July 20, 2023

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Patrick A. Smith
NAME

Sales Manager
TITLE

SIGNATURE

July 20, 2023
DATE

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Patrick A. Smith, being the first duly sworn, deposes and says that:

1. He/~~she~~ is Sales Manager (Owner, partner, etc.) of Caldwell Tanks, Inc. (Company) the Bidder that has submitted the attached Bid;

2. He/~~she~~ is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Patrick A. Smith Date: July 20, 2023

Title: Sales Manager Notary: Carolyn E. Burke, State At Large, KY

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

(Print or type names under all signatures)

(Apply Notary Seal)

My Commission Expires: 9/25/2023

Carolyn E. Burke ID # 631[illegible] NOTARY PUBLIC Exp. 9/25/23 STATE AT LARGE, KENTUCKY

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

RESPONSE DEADLINE: July 20, 2023 at 3:00 pm

Report Generated: Friday, August 18, 2023

CB&I Proposal

CONTACT INFORMATION

Company:

CB&I

Email:
adam.houck@mcdermott.com

Contact:
Adam Houck

Address:
N/A

Phone:
N/A

Website:
N/A

Submission Date:
Jul 20, 2023 10:11 AM

QUESTIONNAIRE

1. Proposal*

Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

CB&I...pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

CB&I_Insurance.pdf

4. Please attach any additional information for this project.

No response submitted

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CB&I_Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

CB&I_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

CB&I_Litigation.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

CB&I_HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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...

CB&I_SB13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

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...

CB&I_SB_19.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

No response submitted

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

- Insurance_Requirement_Ackno...

CB&I_Ins_Requirement_Acknowledgment.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*
Pass

- Project_Requirements_Acknow...

CB&I_Project_Requirements.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*

- Contractor_Notice_of_Intent...

No response submitted

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Pass

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_Bond.pdfCB&I_Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

CB&I_Statement_of_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Pass

Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

CB&I_Cerificate_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

CB&I_Material_Rate_Sheet.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

CB&I_Bribery.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

No response submitted

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

No response submitted

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

CB&I_Affidavit_of_Ins.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

CB&I_Form_of_Business.pdfCB&I_Certificate.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*
Pass

- Resolution_of_Corporation.pdf

CB&I_Resolution.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*
Pass

- Contracts_Resolution_on_Aut...

City_of_Edinburg.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*
Pass

- Contractors_Act_of_Assuranc...

CB&I_Contractors_Act_of_Assurance.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

CB&I_Certification_Debarment.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

No response submitted

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*
Pass

- Submittal_Checklist.pdf

CB&I_Checklist.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*
Pass

CB&I_Resumes.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*
Pass

CB&I_References.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

No response submitted

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

CB&I_Conflict_-ARPA.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

CB&I_Certification_of_Bidder_EEO.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

CB&I_Clean_Air_And_Water.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

CB&I_Non_Lobbying.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

CB&I_Non_Collusion_Affidavit.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$4,520,839.00	$4,520,839.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$389,936.00	$389,936.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16” water line along the west of Bus. 281 from the City’s existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16” PVC pipeline.	1	LS	$494,429.00	$494,429.00
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16” water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12” PVC pipeline.	1	LS	$76,392.00	$76,392.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg’s existing SCADA system.	1	LS	$330,407.00	$330,407.00
TOTAL					**$5,812,003.00**

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					**$35,000.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2024 — 1/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1315443 CB&I STORAGE TANK SOLUTIONS LLC. A SUBSIDIARY OF MCDERMOTT INTERNATIONAL LTD. 915 N. ELDRIDGE PARKWAY HOUSTON TX 77079	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : XL Specialty Insurance Company — 37885 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES *** **CERTIFICATE NUMBER:** 19223936 **REVISION NUMBER:** XXXXXXX

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 BROAD FORM PD X CONT. LIAB & XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	N	N	CGD7409489	2/1/2023	2/1/2024	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 $ 1,000,000 $ 25,000 $ 2,000,000 $ 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	N	N	CAD7409490	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED RETENTION $	N	N	US00065023LI23A	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	CWD7409487 (AOS) CWR7409488 INCLUDES STOP GAP	2/1/2023 2/1/2023 2/1/2023	2/1/2024 2/1/2024 2/1/2024	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)
FOR BIDDING PURPOSES ONLY.

CERTIFICATE HOLDER

19223936
FOR BIDDING PURPOSES ONLY.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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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:
July 20, 2023

Company/Vendor Name:
CB&I Storage Tank Solutions LLC

Printed Name and Title:
Adam Houck, Business Development Manager

Authorized Signatory:
Adam Houck

ATTACHMENT V

VENDOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: CB&I Storage Tank Solutions LLC

(Full, correct legal name)

2 Address: 915 N. Eldridge Parkway, Houston, TX 77079

3. Telephone/Fax: 832.513.1000

4. 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

5. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

6. Where is the Company's corporate headquarters located? Houston, TX

7. 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. _____

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No X

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. 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. _____

_____

_____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Adam Houck
Address: 915 N. Eldridge Parkway, Houston, TX 77079
Telephone: 832.513.1000
Fax: _____
Email: Adam.Houck@mcdermott.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.

McDermott International, CB&I LLC, CB&I Services

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, Adam Houck, the undersigned representative of CB&I Storage Tank Solutions 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.

Adam Houck

SIGNATURE OF COMPANY REPRESENTATIVE:

Adam Houck, Business Development Manager

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Adam Houck, the undersigned representative of CB&I Storage Tank Solutions 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.

Adam Houck

SIGNATURE OF COMPANY REPRESENTATIVE:

Adam Houck, Business Development Manager

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, Adam Houck, the undersigned representative of CB&I Storage Tank Solutions 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.

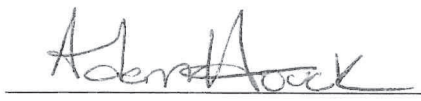
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Adam Houck, Business Development Manager

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

ATTACHMENT II
Insurance Requirement Acknowledgement

I, Adam Houck, authorized representative for CB&I Storage Tank Solutions LLC,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

☒ Will be acquired within 10 working days after notification from the Engineering Department of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.)

☐ Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Engineering Department of bid awarded by The CITY 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 City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

☑ Have already been met (see attached copy of insurance certificate).

Adam Houck
Authorized Representative

July 20, 2023
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the City Engineer 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.

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Adam Houck, possess all of the **APPLICABLE:**

1. Licenses:

2. Bonds:
Surety Bond of 10% of Amount Bid

3. Certificates:
Certification to do business in State of Texas

4. Permits:

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 the CITY 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

July 20, 2023
Date

CB&I Storage Tank Solutions LLC
Company

915 N. Eldridge Parkway,
Address

Houston, TX 77079
City, State, Zip

July 7, 2023

Charlotte Martinez
CB&I STORAGE TANK SOLUTIONS LLC
915 North Eldridge Parkway
Houston, TX 77079

Re: CITY OF EDINBURG
Project: Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank
Estimated Contract Price: $5,000,000.00
Bid Date: 7/20/2023
Surety: CNA INSURANCE GROUP

Dear Charlotte:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely.

Gina A. Rodriguez
Record #2919331

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name	**Contract Price**
1.	_____	$ _____
2.	_____	$ _____
3.	_____	$ _____

Where did you place _____ And your price $ _____

If awarded contract, is final bond required? Yes ☐ No ☐

AON RISK SERVICES SOUTHWEST, INC.
1300 Post Oak Blvd., Houston, TX 77056 • tel: 832-476-6000 • fax:
Suite 1400

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: CB&I Storage Tank Solutions LLC Address: 915 N Eldridge Parkway Houston, TX, 77079	Name: Western Surety Company Address: 151 N. Franklin St. Chicago, IL 60606
Owner	**Bid**
Name: City of Edinburg Address: 415 W. University Drive Edinburg, TX 78541	Project: Business 281 One(1) Million Gallon Composite Elevated Water Storage Tank City of Edinburg, TX- Hidalgo County Bid Due Date: **July 20, 2023**

Bond

Penal Sum: **[Amount]** 5% of Total Amount Bid

Date of Bond: **[Date]** July 7, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
CB&I Storage Tank Solutions LLC *(Full formal name of Bidder)*	Western Surety Company *(Full formal name of Surety) (corporate seal)*
By: Adam Houck *(Signature)* **(Please see Certificate of Authorization)**	By: Terri L. Morrison *(Signature) (Attach Power of Attorney)*
Name: Adam Houck *(Printed or typed)*	Name: Terri L. Morrison *(Printed or typed)*
Title: Business Development Manager	Title: Attorney in Fact
Attest: Michelle Rollinger *(Signature)*	Attest: Gina A. Rodriguez *(Signature)*
Name: Michelle Rollinger *(Printed or typed)*	Name: Gina A. Rodriguez *(Printed or typed)*
Title: Sr. Administrative Assistant	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Erin M Dennison, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of July, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Form F8365-4-2016

DocuSign Envelope ID: 5AADU880-D002-4D5E-8D2C-B6ED1F50AD95

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Eduardo S Pérez, do hereby certify that I am the duly elected and acting Secretary of **CB&I Storage Tank Solutions LLC,** a Delaware limited liability company (the "Company"), and that as such officer I am duly authorized to make this certificate on behalf of the Company.

I further certify that by consent in lieu of a meeting dated January 5, 2021, the Sole Member of the Company adopted the following resolution in accordance with the Company's Limited Liability Company Agreement:

> **RESOLVED,** that the President, any Vice President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager, or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice President, or the Treasurer, is authorized to make bids, prepare quotations, and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents ; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that the following are hereby duly designated by the undersigned Bradley M. Veath, Vice President-Sales of the Company, and have the authority to act on behalf of the Company as outlined above:

Dave Beck	*Construction Manager*	Shawn Lantis	*Regional Sales Mgr*
James E. Bohinski	*Operations Manager*	Peter Loduha	*Project Manager*
Peter M. Murphy	*Director Operations*	Jason Nellis	*Business Development Mgr*
Paul Catanzaro	*Business Development Mgr*	Drew Rockafellow	*Project Manager*
Jonathan Cooper	*Project Manager*	Steve Swanson	*Construction Supervisor*
Ryan Wolseley	*Project Manager*	Todd Schorzmann	*Construction Supervisor*
Lance Jansen	*Project Manager*	Andrew Whitaker	*Business Development Mgr*
Brett Keller	*Construction Supervisor*	Adam Houck	*Business Development Rep*
Dan Knight	*Business Development Mgr*	Elias Yazbeck	*Business Development Rep*
Charlie Rangel	*Business Development Mgr*	Jordan S. Ellis	*Project Manager*
Mark *A.* Hall	*Sr. Project Manager*	Bryan Holmes	*Regional Sales Mgr*
Chris J. Martell	*Sr. Project Manager*	George Johnson	*Business Development Mgr*
		Rony BouNehme	*Regional Sales Mgr*

This certificate shall remain in full force and effect for ninety (90) days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CB&I Storage Tank Solutions LLC, this ____ of _____, 2023.

DocuSigned by:
Bradley M. Veath
A759D01ECF6B480...
Bradley M. Veath, Vice President-Sales

DocuSigned by:
61F62DD44BC44E8...
Eduardo S. Pérez, Secretary

DocuSign Envelope ID: 6A1B0880-B002-4D5E-8D2C-B0ED1F50AD95

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Eduardo S Pérez, do hereby certify that I am the duly elected and acting Secretary of **CB&I Storage Tank Solutions LLC,** a Delaware limited liability company (the "Company"), and that as such officer I am duly authorized to make this certificate on behalf of the Company.

I further certify that by consent in lieu of a meeting dated January 5, 2021, the Sole Member of the Company adopted the following resolution in accordance with the Company's Limited Liability Company Agreement:

> **RESOLVED,** that the President, any Vice President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager, or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice President, or the Treasurer, is authorized to make bids, prepare quotations, and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that the following are hereby duly designated by the undersigned Bradley M. Veath, Vice President-Sales of the Company, and have the authority to act on behalf of the Company as outlined above:

Dave Beck	*Construction Manager*	Shawn Lantis	*Regional Sales Mgr*
James E. Bohinski	*Operations Manager*	Peter Loduha	*Project Manager*
Peter M. Murphy	*Director Operations*	Jason Nellis	*Business Development Mgr*
Paul Catanzaro	*Business Development Mgr*	Drew Rockafellow	*Project Manager*
Jonathan Cooper	*Project Manager*	Steve Swanson	*Construction Supervisor*
Ryan Wolseley	*Project Manager*	Todd Schorzmann	*Construction Supervisor*
Lance Jansen	*Project Manager*	Andrew Whitaker	*Business Development Mgr*
Brett Keller	*Construction Supervisor*	Adam Houck	*Business Development Rep*
Dan Knight	*Business Development Mgr*	Elias Yazbeck	*Business Development Rep*
Charlie Rangel	*Business Development Mgr*	Jordan S. Ellis	*Project Manager*
Mark *A.* Hall	*Sr. Project Manager*	Bryan Holmes	*Regional Sales Mgr*
Chris J. Martell	*Sr. Project Manager*	George Johnson	*Business Development Mgr*
		Rony BouNehme	*Regional Sales Mgr*

This certificate shall remain in full force and effect for ninety (90) days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CB&I Storage Tank Solutions LLC, this ____ of _____, 2023.

DocuSigned by:
Bradley M. Veath
A759D01ECF6B480...
Bradley M. Veath, Vice President-Sales

DocuSigned by:
61F62DD44BC44E8...
Eduardo S. Pérez, Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	CB&I Storage Tank Solutions LLC		
Corporate Office			
Name:	Brad Veath	Phone number:	832.513.1252
Title:	V.P Sales	Email address:	Brad.Veath@mcdermott.com
Business address of corporate office:			
Local Office			
Name:	Adam Houck	Phone number:	346.422.8627
Title:	Business Development Manager	Email address:	Adam.Houck@mcdermott.com
Business address of local office:	915 N. Eldridge Parkway, Houston, TX 77079		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. CB&I Storage Tank Solutions LLC		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	Feb. 2019	State in which Business was formed:	Delaware
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	McDermott International	Affiliation:	
Address:	915 N. Eldridge Parkway, Houston, TX 77079		
Name of business:	CB&I STS Delaware	Affiliation:	Parent Company
Address:	915 N. Eldridge Parkway, Houston, TX 77079		
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

(Please see attached Certificate of Incumbency)

Name:	(Please see attached Certificate of Incumbency)	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2– LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3– DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Liz Fernandez Feo	
Safety Certifications	Multiple from University of Texas Arlington	
Certification Name	Issuing Agency	Expiration
OSHA	University of Texas Arlington	01/13/2025

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

(Please see attached EMR Rating)

Year	2020			2021			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
CB&I STS	0.51	0.00	1,880,908	0.63	0.37	1,617,951	0.60	0.37	1,119,812

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒$5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Western Surety Company
Surety is a corporation organized and existing under the laws of the state of:	IL
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	151 N. Franklin St.
	Chicago, IL 60606

Physical Address (principal place of business):	Same as Mailing Address		
Phone (main):	312.822.5000	Phone (claims):	312.822.5000

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Lockton Companies		Various Policies	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	444 W 47th Street, Suite 900		
	Kansas City, MO 64112-1906		
Physical Address (principal place of business):	Same as above		
Phone (main):	816.960.9000	Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	3000
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	100 yrs	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. (Please see attached Experience List)

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. (Please see attached Resumes)

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: CB&I Storage Tank Solutions LLC
(typed or printed name of organization)

By: Adam Houck
(individual's signature)

Name: Adam Houck
(typed or printed)

Title: Business Development Manager
(typed or printed)

Date: July 20, 2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.) (Please see attached Certificate of Resolution)

Attest: Michelle Rollinger
(individual's signature)

Name: Michelle Rollinger
(typed or printed)

Title: Sr. Administrative Assistant
(typed or printed)

Address for giving notices: 915 N. Eldridge Parkway
Houston, TX 77079

Designated Representative:

Name: Adam Houck
(typed or printed)

Title: Business Development Manager
(typed or printed)

Address: 915 N. Eldridge Parkway,
Houston, TX 77079

Phone: 346.422.8627

Email: Adam.Houck@mcdermott.com

Schedule A—Current Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 20 day of July, 20 23.

Adam Houck
Name of Bidder

Signature of Bidder

Business Development Manager
Title of Signatory

END OF SECTION

LOCATION	ENGINEER	OWNER	YEAR
Lordstown, OH 3000M CET / 127' TCL	CT Consultants Timothy McLaughlin (440) 530-2352	Village of Lordstown Chris Kogelnik (330) 272-9330	2022
San Antonio, TX 2500M CET / 115' TCL	Moreno Cardenas INC Brain Klaes 210-314-3553	SAWS Adam Eddy 210-233-2079	2022
Lexington, SC 2000M CET / 93.5' TCL	W.K. Dickson Jaime Wright (803) 786-4261	Joint Municipal Water and Sewer Commission Guy Schmoltze 803-359-8373	2022
Midland, TX 2000M CET / 154.5' TCL	Enprotec / Hibbs & Todd Joe Mangrem 325-698-5560	City of Midland	2022
Bluffton, SC 1500M CET / 146.5' TCL	Barge Design Solutions Joe Ussery 678-996-5034	BJWSA Libby Breland 854-987-8041	2022
Brandon, SD 1250M CET / 168' TCL	Stockwell Engineers Aaron Moen 605-38-6668	City of Brandon Bryan Read 605-582-6515	2022
Canton, MS 1000M CET / 178.5' TCL	Civil-Link, LLC Chad Wages 601-259-3662	Madison County Board of Supervisors Gerald Steen - President 601-859-8241	2022
Waukesha, WI 880M CET / 146' TCL	Greeley and Hansen LLC Ryan Christopher (312) 578-2361	Waukesha Water Utility Daniel Duchniak, P.E. (262) 521-5272	2023
College Station, TX 3000M CET / 185.2' TCL	Freese and Nichols, Inc. Jason Ward 979-531-9451	City of College Station -	2021
Macon, GA 3000M CET / 192.5' TCL	Hofstadter & Associates, Inc. John Fry 478-757-1169	Macon Water Authority Jess Shell - Assist . Director / Monte Tolleson 478-464-5637	2021
Hayden, ID 2000M CET / 150.5' TCL	J-U-B Engineers, Inc. Jon Baune 208-762-8787	Hayden Lake Irrigation District	2021

LOCATION	ENGINEER	OWNER	YEAR
Enterprise, AL 1500M CET / 121.08' TCL	Poly, Inc. Glenn Morgan (334) 793-4700	WATER WORKS BOARD OF THE CITY OF ENTERPRISE, ALABAMA Beverly Sweeney (334) 347-1211	2021
Kalamazoo, MI 1500M CET / 140.5' TCL	City of Kalamazoo Eric Sajtar, P.E. (269) 491-3882	City of Kalamazoo Monica Johnson (269) 337-8603	2022
Jackson, NJ 1000M CET / 125.5' TCL	PS&S Jack Berens	Jackson Development Co. Tom Bovino	2021
California, MD 2000M CET / 138.62' TCL	WRA Andrew Cooper (443) 224-1656	St Mary's County Metropolitan Commission Tanya Parker (301) 737-7400 Ext. 210	2022
York, SC 1500M CET / 183.5' TCL	Kimley-Horn and Asscociates, Inc. Matthew Shoesmith (704) 954-7490	York County Government	2020
Wingate, NC 1000M CET / 195.953' TCL	WK Dickson & Co., Inc. Jake Berkshire (704) 227-3419	Union County Scott Huneycutt, PE (704) 296-4211	2020
Hot Springs, AR 3000M CET / 181' TCL	Crist Engineers, Inc.	City of Hot Springs Monty Ledbetter/Utility Director 501-321-6200	2020
Arnegard, ND 2000M CET / 167' TCL	AE2S Alan Wendt (406) 257-8990	AE2S Weston McGruder (701) 774-3080	2020
Georgetown, TX 2000M CET / 163.5' TCL	Dunham Engineering Travis Tatum (979) 690-6555	City of Georgetown Chris Pousson, Project Manager (512) 930-8162	2020
Grimes, IA 1500M CET / 162.5' TCL	Fox Engin'g Associates, Inc. Lance Aldrich (515) 233-0000	City of Grimes	2020
Dubuque, IA 1250M CET / 120.5' TCL	IIW, P.C. Marc Ruden (563) 556-2464	City of Dubuque Denise Blakely Ihrig (563) 589-4290	2020
Westminster, CO 3000M CET / 121.833' TCL	Burns & McDonnell Mike Lehrburger (303) 474-2264	City of Westminster Dan Strietelmeier (303) 658-2400	2019

LOCATION	ENGINEER	OWNER	YEAR
Kalamazoo, MI 2500M CET / 104.5' TCL	Jones & Henry Engineers, Ltd. Paul Romano (269) 353-9650	City of Kalamazoo Melissa Fuller - Dep. Dir. Mgmt Serv (269) 337-8020	2019
Brandywine, MD 2000M CET / 155.75' TCL	Gannett Fleming Ed Boyle (443) 348-2017 Ext. 8321	Washington Suburban Sanitary Commission Andrew Welter (301) 206-8531	2019
Cartersville, GA 2000M CET / 157' TCL	Sweitzer Engineering, Inc. John Sweitzer 678-569-4290	Bartow County Commissioners Steve Taylor - Commissioner 770-387-5030	2018
Cary, NC 2000M CET / 162.167' TCL	Hazen and Sawyer Jason Cook 919-833-9252	Town of Cary Stephen Brown - Director (919) 481-5095	2018
Columbus, OH 2000M CET / 125.35' TCL	Stantec Luke Murry (614) 643-4388	City of Columbus Philip Schmidt -	2019
Gaithersburg (Shady Grove), 3000M CET / 110.432' TCL	Whitman Requardt Brian Mullis (443) 224-1638	Washington Suburban (WSSC) Andrew Welter (301) 206-8531	2018
Cary, NC 2000M CET / 163.5' TCL	CDMSmith Michael Sloop (919) 325-3500	Town of Cary Stephen Brown - Director (919) 481-5099	2018
Olney, MD 1500M CET / 109' TCL	Gannett Fleming Ed Boyle 443-348-2017 ext 8321	Washington Surburban (WSSC) Andrew Welter 301-206-8531	2018
Middletown, KY 3000M CET / 92.259' TCL	Louisville Water Company Bart Potts (502) 299-0400 ext 2412	Louisville Water Company Robin Heitz / Carol Lyons (502) 569-3600 ext 2256	2017
League City, TX 2000M CET / 149.63' TCL	Binkley & Barfield, Inc. Jason Brock (713) 869-3433	City of League City Bob Morrison (281) 554-1439	2017
McDonough, GA 2000M CET / 170' TCL	Brown and Caldwell Scott Adams (770) 394-2997	Henry County Water Authority Bill Banks (404) 392-4006	2017
West Fargo, ND 1500M CET / 138' TCL	Moore Engineering, Inc Jim Sepp (701) 282-4692	City of West Fargo Jim Brownlee - City Admin (701) 433-5301	2017

LOCATION	ENGINEER	OWNER	YEAR
Lake Elmo, MN 1000M CET / 145' TCL	Short Elliott Hendrickson (SEH) Chad Katzenberger (218) 855-1720	City of Lake Elmo (651) 747-3914	2017
Piqua, OH 1000M CET / 161' TCL	Strand Associates, Inc Joseph Okyere / Kris Ruggles (502) 583-7020	City of Piqua Don Freisthler Water Superintendent (937) 778-2044	2017
Portsmouth, NH 600M CET / 141.5' TCL	Tighe & Bond Dave Cedarham 603-433-8818 x 54	City of Portsmouth Terry Demarais 603-828-1915	2017
Avon, OH 3000M CET / 176' TCL	CT Consultants Shawn Aiken (440) 530-2282	City of Avon Robert J. Knopf, Jr. (440) 934-7520	2016
Lakeville, MN 2000M CET / 136' TCL	Short Elliott Hendrickson Miles Jensen (651) 490-2020	City of Lakeville Chris Petree (952) 985-4400	2016
Weddington, NC 1500M CET / 159' TCL	HDR Engineering, Inc. Pete D'Adamo (919) 232-6603	Union County Scott Huneycutt (704) 296-4210	2016
London, OH 1000M CET / 167.417' TCL	CH2M Hill Gary Long (614) 825-6733	City of London	2016
Eastham, MA 750M CET / 125.5' TCL	Environmental Partners Group Paul Millett (617) 657-0200	Town of Eastham Shelia Vanderhoef	2016
Odenton, MD 2000M CET / 221.5' TCL	O'Brien & Gere Narayan Venkatesan (410) 771-3005 x16	Anne Arundel County Kyle Massey (410) 224-1271	2014
Whitestown, IN 2000M CET / 149' TCL	GRW Engineers, Inc. Dan Cutshaw (317) 347-3650	Town of Whitestown Tom Combiths - Town Mgr. (317) 769-6557	2015
Oak Grove, MO 1500M CET / 109' TCL	Bartlett & West Engineers Mark Baltzer (816) 525-3562	City of Oak Grove Tim Mathes (816) 690-3773	2014
Wooster, OH 1500M CET / 155' TCL	City of Wooster John Rice (330) 263-5234	City of Wooster Joel Montgomery - Dir of Admin	2015

LOCATION	ENGINEER	OWNER	YEAR
Springfield, MO 1000M CET / 113.953' TCL	City Utilities of Springfield Steve Squibb (417) 831-8367	City Utilities of Springfield	2014
Stanton, TN 1000M CET / 168' TCL	SSOE, Inc. Steve Crump 615-372-7882	State of Tennessee	2015
Statesboro, GA 1000M CET / 157' TCL	Hussey Gay Bell & DeYoung, Inc. Inman Beasley (912) 354-4626	City of Statesboro Darren Prather (912) 764-5468	2014
Souderton, PA 3000M CET / 133.5' TCL	Entech Engineers, Inc. Steve Riley (610) 373-6667	North Penn Water Authority Daniel Preston (215) 855-3617	2014
Sylvania, OH 2000M CET / 119.88' TCL	Jones & Henry Engineers, Ltd. Tom Metcalf (419) 473-9611	City of Sylvania Kevin Aller - Dir. Public Serv. (419) 885-8965	2013
Dover, DE 1500M CET / 149.5' TCL	URS Chris Curran (302) 781-5900	City of Dover Peter Gregg (302) 736-7795	2014
Johns Island, SC 1500M CET / 134' TCL	URS / BP Barber Frank Iwaniki (843) 767-4602	N. Charleston Mrs. Ava Robichaux, G.M. (843) 559-0186	2013
Daphne, AL 1000M CET / 115.5' TCL	Goodwyn, Mills & Cawood, Inc. Chad Jordan (251) 460-4006	Belforest Water System David Lyles (251) 626-5554	2013
Enid, OK 1000M CET / 175.5' TCL	Professional Eng. Consultants Steve Miller (316) 262-2691	City of Enid (580) 616-7236	2013
Huber Heights, OH 1000M CET / 110.65' TCL	LJB, Inc Bill Schindler (937) 259-5046	City of Huber Heights Hanane Eisentraut (937) 233-1423	2014
Perrysburg, OH 1000M CET / 143' TCL	ARCADIS U.S., Inc. Jim Williamson (419) 213-1655	City of Perrysburg Doug Dariano - City Engr (419) 872-7881	2013
Perrysburg, OH 1000M CET / 141' TCL	ARCADIS U.S., Inc. Jim Williamson (419) 213-1655	City of Perrysburg Doug Dariano - City Engr (419) 872-7881	2013

LOCATION	ENGINEER	OWNER	YEAR
Valdosta, GA 2000M CET / 135.96' TCL	Camp Dresser & McKee Inc. (CDM) Cecile Toupi (904) 731-7109	City of Valdosta Henry Hicks (229) 259-3592	2012
Enterprise, AL 1500M CET / 107.444' TCL	Polyengineering, Inc Glenn Morgan (334) 793-4700	City of Enterprise Mayor Kenneth Boswell	2012
Heath, TX 1500M CET / 134' TCL	Freeman-Millican, Inc. Larry Freeman (214) 503-0555	City of Heath Ed Thatcher - City Manager (972) 961-4884	2012
Kentwood, MI 1500M CET / 162' TCL	FTCH David Baar (616) 464-3809	City of Grand Rapids Breeze Stam - Sr Proj. Engr. (616) 456-3078	2012
Huron, SD 1000M CET / 124.13' TCL	Howard R. Green Tanya Miller (605) 221-2652	City of Huron Vince Juelfs, S & W Supt. (605) 350-5150	2013
Roebuck, SC 1000M CET / 173.25' TCL	Summit Engineering Group, Inc. Lonnie Mathis 864-949-1111	Woodruff-Roebuck Water District Curtis Dillard (864) 476-3188	2013
Chanhassen, MN 750M CET / 157.526' TCL	Short Elliott Hendrickson (SEH) Douglas Klamerus (651) 490-2000	City of Chanhassen Paul Oehme (952) 227-1169	2012
Lake Orion, MI 2500M CET / 108.357' TCL	Orchard, Hiltz & McCliment Sherri Wright / Tim Kuhns (734) 522-6711	Charter Township of Orion C. William Ireland - PWD (248) 391-0304	2011
Chesterfield, VA 2000M CET / 117.51' TCL	Whitman Requardt Reed Merriwether (804) 272-8700	Chesterfield County Donna Clark (804) 748-1617	2012
Gretna, NE 2000M CET / 166' TCL	Olmsted & Perry Steve Perry (402) 399-8552	City of Gretna Sally L. Maguire, Mayor	2012
Meade Village, MD 2000M CET / 184.5' TCL	O'Brien & Gere Susan Donnally (410) 771-3005	Anne Arundel County Erica Whorley (410) 571-0092	2011
Louisville, KY 1500M CET / 96' TCL	Camp Dresser & McKee Inc. (CDM) Mike Taylor (502) 339-0988 x77926	Louisville Water Company Scott Smith (502) 569-3600 x2425	2012

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Murfreesboro, TN 1500M CET / 185' TCL	Smith Seckman Reid, Inc. Paolo Fonda (615) 383-1113	City of Murfreesboro Joe Kirchner (615) 980-0862	2012
Fort Gordon, GA 1250M CET / 106.944' TCL	Johnson, Laschober & Associates, PC Rich Laschober (706) 724-5756	Augusta Utilities Drew Goins (706) 312-4160	2012
Fort Gordon, GA 1250M CET / 154' TCL	Johnson, Laschober & Associates, PC Rich Laschober (706) 724-5756	Augusta Utilities Drew Goins (706) 312-4160	2012
Calvert, AL 1000M CET / 216.953' TCL	Speaks & Associates Consulting Engineers Jerry Luker (251) 666-4646	South Alabama Utilities Gilbert Craft (251) 866-2365	2012
Ramona, SD 1000M CET / 158.953' TCL	DeWild Grant Reckert Matthew Oedekoven (712) 472-2531	Kingbrook Rural Water System Larry Sterling (605) 983-5074	2011
Rockport, TX 1000M CET / 143.953' TCL	Urban Engineering Steve Grunewald (361) 854-3101	City of Rockport Billy Dick (361) 790-1160	2012
Wadsworth, OH 1000M CET / 150' TCL	City of Wadsworth Josh Wolf (330) 335-2734	City of Wadsworth Josh Wolf (330) 335-2734	2012
Elvaton, MD 2000M CET / 142' TCL	O'Brien & Gere Susan Donnally (410) 771-3005	Anne Arundel County Phil Guyer (410) 571-0092	2011
Redstone Arsenal, AL 1500M CET / 75.608' TCL	Directorate of Public Works John Helms/Mary Rich (256) 876-5833	US Army (Directorate Public Works)	2011
Mitchell, SD 1000M CET / 121.453' TCL	Schmucker, Paul, Nohr Jeff McCormick (605) 996-7761	City of Mitchell Tim McGannon, PW Dir. (605) 995-8433	2011
Nixa, MO 1000M CET / 98' TCL	Scott Consulting Engineers T. J. Whatley 417-866-8644	City of Nixa Milton Dickensheet (417) 725-2353	2011
Greenville, WI 750M CET / 161.526' TCL	Short Elliott Hendrickson (SEH) Pat Planton (920) 380-2817	Greenville Sanitary District Don Schinke - Utilty Dir. (920) 757-5151	2010

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LaPorte City, IA 400M CET / 126' TCL	MSA Professional Services Nick Wagoner (563) 582-3973	LaPorte City Utilities (319) 342-3396	2011
Allen, TX 2000M CET / 180.5' TCL	Birkhoff, Hendricks & Conway John Birkhoff (214) 361-7900	City of Allen Tim Porter (214) 509-4581	2010
Ardmore, OK 2000M CET / 123' TCL	Benham Tom Mansur (918) 492-1600	City of Ardmore Kristi McElroy (580) 221-2548	2010
Belleville, MI 2000M CET / 128.531' TCL	Wade Trim Associates, Inc David Nummer (734) 947-2793	Charter Township of Van Buren Todd Knepper, Dir. Wtr & Sew (734) 699-8900	2010
Billings, MT 2000M CET / 85.6' TCL	HDR Mark Seip (406) 651-6693	City of Billings	2010
Pierre, SD 2000M CET / 182' TCL	Bartlett & West Kevin Splonskowski (701) 258-1110	Mid-Dakota Rural Water System, Inc. Kurt Pfeifle (800) 439-3079	2010
Ruston, LA 2000M CET / 128.13' TCL	Riley Company of Louisiana, Inc Robert Myers (318) 251-0238	City of Ruston Lewis Love/Richard Ailet	2010
Anderson, SC 1500M CET / 140' TCL	Beeson-Rosier Group, Inc. Sam Glenn (864) 859-6900	Hammond Water District Chuck Cortez (864) 847-4957	2010
Arlington, TX 1000M CET / 162.953' TCL	Camp Dresser & McKee Inc. (CDM) Douglas Varner (817) 332-8727	City of Arlington	2010
Bartlesville, OK 1000M CET / 173.953' TCL	Holloway Updike & Bellen, Inc. Jay Updike (918) 682-7811	Bartlesville Municipal Authority Mike Hall (918) 338-4107	2010
High Point, NC 1000M CET / 111.453' TCL	David Hamilton (336) 292-2271	Patty Skyes, Senior Buyer (336) 883-3220	2010
Jefferson, IN 1000M CET / 141' TCL	M.D. Wessler & Associates Sarah Altizer (317) 788-5853	Clinton County Building Corporation Jacqueline Clements (765) 659-6309	2010

LOCATION	ENGINEER	OWNER	YEAR
Liberty, SC 1000M CET / 148.952' TCL	Beeson-Rosier Group, Inc. Sam Gleen/Troy Roiser (864) 859-6900	Southside Rural Community Water District David Burns, General Manager (864) 843-3440	2010
Rushmore, MN 1000M CET / 184' TCL	DeWild Grant Reckert & Associates Darin Schriever (712) 472-2531	Lincoln Pipestone Rural Water System Bill Ufkin, Chairman (507) 368-4248	2010
Starr, SC 1000M CET / 187.452' TCL	Beeson-Rosier Group, Inc. Sam Gleen/Troy Rosier (864) 859-6900	Starr-Iva Water District Randy Pettigrew (864) 352-6717	2010
Blaine, MN 2000M CET / 155.7' TCL	Short Elliott Hendrickson (SEH) Steve Campbell (651) 490-2067	City of Blaine Michael Ulrich, Direcetor (763) 785-6165	2009
Fort Worth, TX 2000M CET / 97' TCL	Kimley-Horn & Associates Jeni Tatum (817) 335-6511	City of Fort Worth Ms. Farida Goderya, PH.D., P.E. (817) 392-8214	2009
Kansas City, KS 2000M CET / 114' TCL	Burns & McDonnell Tony Schmitt (816) 822-3213	Kansas City Board of Pub. Util. Lanny Uden, PE (913) 573-9842	2009
Nantucket, MA 2000M CET / 103.031' TCL	Haley & Ward, Inc Leo Yuskus 781-890-3980	Wannacomet Water Company	2009
Oregon, OH 2000M CET / 146.5' TCL	Arcadis Jeff Swartz (419) 473-1121	City of Oregon Paul Roman (419) 698-7047	2009
Richmond, VA 2000M CET / 128.5' TCL	Whitman Requardt & Associates, LLP Dennis Dunham 804-272-8700	City of Richmond	2009
Hanahan, SC 1500M CET / 152.5' TCL	Camp Dresser & McKee Inc. (CDM) Jon Lapsley/Walter Lagarenne (704) 342-4546	Charleston Water System Greg Hinder/Mark Cline (843) 727-6878	2009
St. Joseph, MI 1500M CET / 122' TCL	Fishbeck, Thompson, Carr & Huber John Willemin (616) 575-3824	City of St. Joseph Tim Zebell, P.E. (269) 983-5541	2009
Columbus, GA 1000M CET / 131' TCL	Krebs Architecture & Engineering, Inc. Jason Dearing (205) 987-7411	Columbus Water Works Tom Horn (706) 649-3474	2009

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Creola, AL 1000M CET / 170' TCL	Integra Water, LLC Wes Self (205) 326-6858	City of Creola/Integra Water	2009
Houston, TX 1000M CET / 148' TCL	Jones & Carter, Inc. Jonathan White (713) 777-5337 / (281) 363-4039	Bridgestone MUD Robin S. Bobbitt (713) 237-1221	2009
McComb, MS 1000M CET / 131' TCL	Neel - Schaffer Maurick McKenzie/John Gahring (601) 948-3071	City of McComb Ronnie Lindsey, Public Works Director (601) 684-3497	2009
Perham, MN 1000M CET / 134.5' TCL	Ulteig Engineers Chris Thorson (218) 847-5607	City of Perham Kelcey Klemm, City Manager (218) 346-4455	2009
Sandusky, OH 1000M CET / 119.583' TCL	Arcadis U.S., Inc. Tim Harmsen (419) 473-1121	City of Sandusky Kate McKillips (419) 627-5829	2009
Temple, TX 1000M CET / 123' TCL	Kasberg, Patrick & Associates Ginger Talbert (254) 773-3731	City of Temple	2009
Tyngsborough, MA 1000M CET / 81' TCL	Stantech Tom Mahanna (978) 692-1913	Tyngsborough Water District	2009
Waukesha, WI 1000M CET / 93' TCL	Earth Tech Inc. Dennis Saari (715) 341-8110	Waukesha Water Utility Nancy Quirk (262) 521-5272 x536	2009
Fort Smith, AR 750M CET / 130.026' TCL	Mickle Wagner Coleman, Inc. Pat Mickle (479) 649-8484	City of Fort Smith Jimmy Johnson Project Engineer (479) 874-2231	2009
Raleigh, NC 750M CET / 171.276' TCL	Kimley-Horn & Associates Kevin Carter (919) 678-4078	City of Raleigh Kenneth Waldroup (919) 857-4540	2009
Sconset, MA 400M CET / 154' TCL	Haley & Ward, Inc Leo Yuskus 781-890-3980	Wannacomet Water Company	2009
Kalamazoo, MI 2500M CET / 114.5' TCL	Jones & Henry Engineers, LTD Paul Romano (269) 353-9650	City of Kalamazoo Nicholas Lam - Purch. Dir. (269) 337-8020	2008

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Aubrey, TX 2250M CET / 142.5' TCL	HDR Engineering, Inc. Don Johnson (214) 733-5935	Mustang SUD	2008
Amarillo, TX 2000M CET / 146.23' TCL	MWH Tom Visosky (713) 403-1600	City of Amarillo David Mullins (806) 378-9306	2008
Columbia, SC 2000M CET / 124.5' TCL	Kimley-Horn & Associates Kevin Carter (919) 678-4078	City of Columbia Debbie Scott, Contracts Administrator (803) 545-3400	2008
Cunningham, TN 2000M CET / 91' TCL	James C. Hailey & Company Neal Westerman (615) 883-4933	Cunningham Utility District Don Proctor - President (931) 387-3387	2008
East Longmeadow, MA 2000M CET / 103.35' TCL	Tighe&Bond David Prickett (413) 572-3278	Town of East Longmeadow Sean Kelly, Sr. Project Mgr. (413) 525-5400 Ext. 133	2008
Lincoln, NE 2000M CET / 126.5' TCL	Olsson Associates John Day (402) 458-5661	City of Lincoln Vince Mejer (402) 441-8314	2008
Marion, AR 1500M CET / 122' TCL	Bond Consulting Engineers Jerome Alford (870) 735-5150	City of Marion Jim Sheppard (870) 739-5410	2008
Schertz, TX 1500M CET / 134.4' TCL	Ford Engineering, Inc. Larry Dublin (210) 590-4777	City of Schertz	2008
Baytown, TX 1000M CET / 141' TCL	Claunch & Miller, Inc. Tom Lane (713) 622-9264	City of Baytown Bill Pedersen (281) 420-6549	2008
Douglas, AL 1000M CET / 124' TCL	Goodwyn, Mills & Cawood, Inc. Meredith Holzer/ Wes Self (205) 879-4462	Douglas Water Authority Bill Foshee (256) 593-5010	2008
Fargo, ND 1000M CET / 116.55' TCL	Advanced Engineering & Environmental Services (AE2S) Kevin Johnson (218) 299-6610	City of Fargo Bruce Grubb (701) 241-1525	2008
Kerrville, TX 1000M CET / 154.5' TCL	Claunch & Miller, Inc. David Kasper (713) 622-9264	City of Kerrville Stuart Barron or Grant Terry (830) 257-4668 or (830) 792-8317	2008

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Lincoln, RI 1000M CET / 97' TCL	Tata & Howard, Inc. Patrick O'Neale (508) 946-1732	Lincoln Water Commission	2008
Marion, MA 1000M CET / 105.5' TCL	Tata & Howard, Inc. Jon Gregory (508) 946-1732	Town of Marion Robert Zora (508) 748-3540	2008
Martinsville, IN 1000M CET / 57.333' TCL	Bonar Group Jeff DeWitt (317) 570-6800	City of Martinsville Roger Laymon - Util. Supt. (765) 342-7800	2008
Mystic, IA 1000M CET / 173' TCL	McIntyre Consulting Ted McItyre (402) 489-4994	Rathbun Regional Water Assoc John Glenn (641) 647-2416	2008
Perryville, MD 1000M CET / 120' TCL	URS Corporation Kevin Pampauch (302) 791-0700	Town of Perryville Denise Breder (410) 642-6066	2008
Schertz, TX 1000M CET / 132' TCL	Ford Engineering, Inc. Larry Dublin (210) 590-4777	City of Schertz	2008
Seneca, SC 1000M CET / 126.5' TCL	HSMM David Rankin/Rich Anderson (864) 597-0580	City of Seneca Robert (Bob) Faires Utility Mgr (864) 885-2716	2008
West Point, GA 1000M CET / 200' TCL	G. Ben Turnipseed Engineers Mr. Ben Turnipseed (770) 333-0700	City of West Point Mr. Sammy Inman (706) 645-3545	2008
Wetumpka, AL 1000M CET / 84.47' TCL	Gresham, Smith & Partners, Inc. Andy Yarbourgh (205) 298-9200	Central Elmore Water Authority Bobby Price (334) 567-6814	2008
Alvin, TX 750M CET / 140' TCL	Pate Engineers, Inc. Paul Wallick (713) 462-3178	City of Alvin Jim Nance (281) 388-4200	2008
Frisco (NW Tank), TX 2500M CET / 197.5' TCL	Hunter Associates Texas, LTD Shane Walker (214) 369-9171	City of Frisco Frank Jaromin Jr (972) 335-5580	2007
Bentonville, AR 2000M CET / 229' TCL	USI-Arkansas, Inc. Wade Phillips/ Terry Carpenter (479) 872-7115	City of Bentonville Terry Coberly Mayor (479) 271-3112	2007

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Columbia, SC 2000M CET / 119.5' TCL	Kimley-Horn & Associates Kevin Carter (919) 677-2000	City of Columbia Debbie Scott Secretary Engineering (803) 545-3252	2007
Richwood, KY 2000M CET / 149' TCL	Burgess & Niple Ken Timko (513) 579-0042	Boone Florence Water Comm. Carl Cassell (859) 586-5190	2007
Fulton, NY 1500M CET / 104.167' TCL	Camp Dresser & McKee Inc. (CDM) Lauren Crocker (315) 434-3200	City of Fulton John Florek (315) 592-7404	2007
Spirit Lake, IA 1500M CET / 135.15' TCL	Howard R. Green Company Mark Hardie (605) 334-4499	City of Spirit Lake Pete Hegeman (712) 236-1871	2007
Chillicothe, IL 1000M CET / 117' TCL	STS Consultants, Ltd. Mark Otten (309) 676-8464	City of Chillicothe (309) 676-8464	2007
Easley, SC 1000M CET / 157.76' TCL	Design South Professionals, Inc. Frank Morgan (864) 226-6111	Easley Combined Utilities Joel Ledbetter, General Manager (864) 859-4013	2007
Mason City, IA 1000M CET / 98' TCL	Veenstra & Kimm, Inc. Tim Moreau (641) 421-8008	City of Mason City Gary Wilfong (641) 421-3620	2007
Rock Hill, SC 1000M CET / 128' TCL	HSMM David DePratter (864) 597-0580, ext 4518	City of Rock Hill Scott Turner (803) 329-5512	2007
Palm Beach Gardens, FL 750M CET / 172.25' TCL	Mock, Roos & Associates, Inc. Henry Glaus (561) 683-3113	Seacoast Utility Authority Wilbert Stewart, Mgr Water Dept (561) 627-2900	2007
Lee's Summit, MO 3000M CET / 170' TCL	Bartlett & West Michael Odrowski (785) 272-2252	City of Lee's Summit Marilyn Schmidt (816) 969-7484	2006
Frisco (SW Tank), TX 2500M CET / 237' TCL	Hunter Associates Texas, LTD Shane Walker (214) 369-9171	City of Frisco Frank Jaromin Jr (972) 335-5580	2006
Chambersburg, PA 2000M CET / 140' TCL	Gannett Fleming Don Morosky or Sam Wood (717) 763-7211	Borough of Chambersburg Elwood Sword (717) 261-3233	2006

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McKinney, TX 2000M CET / 159.5' TCL	Alan Plummer Associates, Inc. Josh Wheeler (214) 631-6100	City of McKinney Tina Murphy (972) 547-7583	2006
Jamestown, ND 1500M CET / 115.167' TCL	Interstate Engineering, Inc Randy Pope (701) 252-0234	City of Jamestown Jeff Fuchs (701) 252-5900	2006
Newstead, NY 1500M CET / 184.5' TCL	Wendel Duchscherer Dan Seider (716) 688-0766	Erie County Water Authority Jim Ehrin (716) 684-1510	2006
Bayport, TX 1000M CET / 124.5' TCL	Lockwood, Andrews & Newnam Kris Hughes (713) 266-6900	Port of Houston Authority Marcos Garcia (713) 670-2484	2006
Brownsburg, IN 1000M CET / 132' TCL	American Consulting, Inc. Gary Arnold (317) 547-5580	City of Indianapolis/ Veolia Water -	2006
Castalia, OH 1000M CET / 115' TCL	Burgess & Niple Mark Hutson (440) 354-9700	Erie County Commissioners Jack Meyers (419) 433-7303	2006
Fond du Lac, WI 1000M CET / 119' TCL	Kaempfer & Associates, Inc. Chris Kruse (920) 846-3932	City of Fond Du Lac Dale Pacekowski (920) 929-3260	2006
Grand Chute, WI 1000M CET / 191' TCL	McMahon Associates, Inc Jeff Keliner / Amy Vaclavik (920) 751-4200	Grand Chute Sanitary District #1 Todd Prahl - Superintendent (920) 832-1581	2006
Lake Worth, TX 1000M CET / 147.25' TCL	Kimley-Horn & Associates Ryan Sowa (817) 335-6511	City of Lake Worth Jamye Sexton (817) 237-7210	2006
Lebanon, OH 1000M CET / 116.5' TCL	LJB, Inc Bill Schindler (937) 259-5046	City of Lebanon Darren Owens (513) 932-3060	2006
Monticello, MN 1000M CET / 135.5' TCL	Bonestroo Rosene Anderlik & Assoc Mark Rolfs (651) 604-4872	City of Monticello Rick Wolfsteller - City Adm (763) 295-2711	2006
Orangeburg, SC 1000M CET / 188' TCL	B.P. Barber & Associates, Inc. Haze Elliott (803) 254-4400	City of Orangeburg Fred H. Boatwright, Manager (803) 268-4000	2006

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Parkertown, OH 1000M CET / 180' TCL	Burgess & Niple Mark Hutson (440) 354-9700	Erie County Commissioners Jack Meyers (419) 433-7303	2006
Rainsville, AL 1000M CET / 167.75' TCL	Ladd Environmental Consultants, Inc James Payton (256) 845-5315	Dutton Water System Larry Holland, Chairman (256) 228-3614	2006
Valparaiso, IN 1000M CET / 140' TCL	DLZ Indiana, Inc. Tony Kenning (574) 236-4400	Valparaiso Department of Water Works John Hardwick (219) 462-3412	2006
Hudson, WI 750M CET / 64' TCL	Short Elliott Hendrickson (SEH) Steve Campbell (651) 490-2067	City of Hudson Dennis Christopherson (715) 386-4760	2006
Lake Elmo, MN 750M CET / 114' TCL	TKDA Kurt Johnson (651) 292-4481	City of Lake Elmo Martin Rafferty (651) 777-5510	2006
Osage Beach, MO 750M CET / 151.6' TCL	E. T. Archer Corporation Eric Hibdon (573) 348-3222	City of Osage Beach Diann Warner - City Clerk (573) 302-2000	2006
Chippewa Falls, WI 500M CET / 115.5' TCL	Earth Tech Inc. Dennis Saari (715) 341-8110	City of Chippewa Falls (715) 726-2719	2006
Augusta, GA 3000M CET / 91' TCL	Johnson Laschober & Associates Rich Laschober (706) 724-5756	Augusta-Richmond County Commission Geri Adams (706) 821-2422	2005
San Antonio, TX 2500M CET / 134.5' TCL	Bexar Metropolitan Water District Johnnie Terrazas (210) 357-5708	Bexar Metropolitan Water District Johnnie Terrazas (210) 357-5708	2005
El Dorado, AR 2000M CET / 111.5' TCL	Carter & Burgess, Inc. Julian Brown (501) 223-0515	El Dorado Utilities Gene Holmes, General Mgr. (870) 862-6451	2005
League City, TX 2000M CET / 147.36' TCL	Dannenbaum Engineering Corporation Carl McConnell (713) 527-6384	City of League City Bob Morrison (281) 338-4844	2005
Meadowville, VA 2000M CET / 156.5' TCL	Michael Baker Jr., Inc. Bob Gore (804) 282-1821	County of Chesterfield Alan Harrison (804) 768-7582	2005

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New Braunfels, TX 2000M CET / 156.5' TCL	River City Engineering Roger Engelke (830) 626-3588	Canyon Regional Water Authority Charles Powell (830) 608-9015	2005
Rockwall, TX 2000M CET / 185.5' TCL	Birkhoff, Hendricks & Conway Paul Carline (214) 361-7900	City of Rockwall Chuck Todd (972) 771-7746	2005
Altoona, IA 1750M CET / 129' TCL	Veenstra & Kimm, Inc. Jim Lorence (515) 225-8000	City of Altoona Vern Willey (515) 967-5136	2005
Derby, KS 1500M CET / 134' TCL	Professional Engineering Consultants Ted Johnson (316) 262-2691	City of Derby Pat Swaney (316) 788-2664	2005
New Braunfels, TX 1500M CET / 162.5' TCL	River City Engineering Roger Engelke (830) 626-3588	Canyon Regional Water Authority Charles Powell (830) 608-9015	2005
Sioux Falls, SD 1500M CET / 150' TCL	Ulteig Engineers Chad Hanisch (605) 323-2306	City of Sioux Falls Brad Vostad (605) 367-8604	2005
Creston, IA 1250M CET / 135' TCL	Garden & Associates Mark Fincel (641) 672-2526	City of Creston Steve Green (641) 782-2554	2005
Bastrop, TX 1000M CET / 94' TCL	Steger & Bizzell Engineering Don Bernhard (512) 930-9412	Aqua Water Supply Corporation John Burke (512) 303-3943	2005
Kalamazoo, MI 1000M CET / 97' TCL	Wilcox Professional Services Alberto Ferero (269) 337-8769	City of Kalamazoo Alberto Forero (269) 337-8769	2005
Little Falls, MN 1000M CET / 124.25' TCL	Short Elliott Hendrickson (SEH) Jeff Ledin (218) 855-1711	City of Little Falls Richaed Carlson (320) 616-5500	2005
Orange Beach, AL 1000M CET / 120' TCL	Goodwyn, Mills & Cawood, Inc. Eual Screws (251) 981-4233	Orange Beach Water & Sewer Jeff White (251) 981-4233	2005
Orange Beach, AL 1000M CET / 140' TCL	Goodwyn, Mills & Cawood, Inc. Eual Screws (251) 981-4233	Orange Beach Water & Sewer Jeff White (251) 981-4233	2005

LOCATION	ENGINEER	OWNER	YEAR
Pasadena, TX 1000M CET / 134.5' TCL	CMA Engineering, Inc. Wayne Murray (512) 894-3230	City of Pasadena Jimmie Gilbert (713) 477-1511	2005
Pasadena, TX 1000M CET / 128' TCL	CMA Engineering, Inc. Wayne Murray (512) 894-3230	City of Pasadena Jimmie Gilbert (713) 477-1511	2005
Wake Forest, NC 1000M CET / 153.1' TCL	Hazen & Sawyer Tom Tant (919) 833-7152	Town of Wake Forest George Rogers (919) 554-6138	2005
Monte Alto, TX 750M CET / 163.5' TCL	Melden and Hunt, Inc. Carlos Garza (956) 381-0981	North Alamo Water Supply Corp Charles Browning	2005
Huntsville, TX 500M CET / 149.65' TCL	Lockwood, Andrews & Newnam Chuck Hewell (713) 821-0398	Texas Department of Criminal Justice Charles Schultz (936) 437-7238	2005
Socialville, OH 3000M CET / 194.5' TCL	Henderson & Bodwell LLP Glenn Weist (513) 398-1728	Warren County Commisioners Patti Sileski (513) 695-1642	2004
Round Rock, TX 2700M CET / 78.5' TCL	HDR Engineering, Inc. Troy St. Tours (512) 912-5162	City of Round Rock Jeff Bell (512) 218-7076	2004
Paris, TX 2500M CET / 148' TCL	Bucher Willis & Ratliff Frank Davis (903) 581-7844	City of Paris Shawn Napier (903) 784-9234	2004
Brownsburg, IN 2000M CET / 115' TCL	Curry & Associates Bob Curry (317) 745-6995	Town of Brownsburg Kevin Sevries - Utility Mgr (317) 852-1138	2004
Fulton County, GA 2000M CET / 140' TCL	RMJ Construction Managers Mike Rachelson (404) 893-0638	Fulton County Darlene Banks, Purchasing Agent (404) 730-7879	2004
Fulton County, GA 2000M CET / 140' TCL	RMJ Construction Managers Mike Rachelson (404) 893-0638	Fulton County Darlene Banks, Purchasing Agent (404) 730-7879	2004
Opelika, AL 2000M CET / 222.5' TCL	Paul B. Krebs & Associates, Inc Jason Dearing (205) 987-7411	The Water Works Board Dan Hilyer (334) 745-3487	2004

LOCATION	ENGINEER	OWNER	YEAR
San Antonio, TX 2000M CET / 160.5' TCL	Garcia & Wright Consulting Engineers Luis Maltos (210) 349-5253	San Antonio Water System (SAWS) Matthew Hinkson (210) 704-7031	2004
Cedar Park, TX 1500M CET / 124.4' TCL	Carter & Burgess, Inc. John Lindner (512) 314-3179	City of Cedar Park Eric Rauschurer (512) 258-4121	2004
Neenah, WI 1500M CET / 133.9' TCL	Bonestroo Rosene Anderlik & Assoc Tom Nennig (262) 241-4466	Neenah Water Utility Larry Wettering (920) 751-4620	2004
Urbana, MD 1500M CET / 88.5' TCL	Watek Engineering Corp. Steve Collins (301) 595-2525	Fredrick County Board of Commissioner Jim Smith (301) 694-3506	2004
Round Rock, TX 1250M CET / 99.5' TCL	HDR Engineering, Inc. Jason Jones (512) 912-5188	City of Round Rock Jeff Bell (512) 218-7076	2004
Azle, TX 1000M CET / 117.25' TCL	Knowlton English Flowers, Inc. Richard Albin (817) 283-6211	City of Azle Craig Lemin (817) 444-2541	2004
Bemidji, MN 1000M CET / 140' TCL	Widseth Smith Nolting & Assoc Mark Hallan (218) 829-5117	City of Bemidji Brian Freeberg (218) 759-3581	2004
Grand Bay, AL 1000M CET / 212' TCL	Speaks & Associates Jerry Luker (251) 666-4646	Grand Bay Water Works Board Buddy McGregor (251) 865-6450	2004
Hillsboro, IL 1000M CET / 120' TCL	Hurst-Roche Engineers,Inc Scott Hunt (217) 532-3959	City of Hillsboro Harold Whitten (217) 532-5566	2004
Holly Springs, NC 1000M CET / 128' TCL	The Wooten Company John D. Poetzsch (919) 828-0531	Town of Holly Springs Stephanie Sudano (919) 557-3926	2004
Humble, TX 1000M CET / 135.5' TCL	Brown & Gay Engineers, Inc. Joseph Samson (281) 558-8700	Harris County M.U.D. No. 109 Owen Parker (281) 540-1014	2004
Kankakee, IL 1000M CET / 168' TCL	Consumers Illinois Water Co. Daniel Oliver (815) 935-6535	Consumers-Illinois Water Co. Daniel Oliver (815) 935-6535	2004

LOCATION	ENGINEER	OWNER	YEAR
San Antonio, TX 1000M CET / 160' TCL	Bexar Metropolitan Water District Johnnie Terrazas (210) 357-5708	Bexar Metropolitan Water District Johnnie Terrazas (210) 357-5708	2004
Spartanburg, SC 1000M CET / 174' TCL	H S M & M, Inc. David DePratter (864) 585-0185	City of Spartanburg Gene Jackson (864) 583-7361	2004
Stafford, TX 1000M CET / 132.35' TCL	Jones & Carter, Inc. Larry Weppler (713) 777-5337	Fort Bend County WCID No. 2 Owen Matherne (281) 499-1031	2004
Alexandria, MN 750M CET / 110' TCL	Widseth Smith Nolting & Assoc Larry VanHout (320) 762-8149	Alexandria Light and Power Jerry Wright (320) 763-6501	2004
Topeka, KS 750M CET / 120' TCL	Professional Engineering Consultants Bob Koopman (785) 233-8300	Shawnee County Consolidated RWD No. 1 Mike Dawson (785) 256-2903	2004
Abilene, TX 500M CET / 120' TCL	Jacob & Martin, Ltd. Billy Jacob (325) 695-1070	City of Abilene Rodney Taylor (325) 676-6416	2004
Steubenville, OH 500M CET / 130.5' TCL	DLZ David Haigh (614) 847-0300	City of Steubenville David Snelting (740) 283-6035	2004
College Station, TX 3000M CET / 212' TCL	Camp Dresser & McKee Inc. (CDM) Greg Swoboda (512) 346-1100	City of College Station Dale Schepers (979) 764-3660	2003
Lee's Summit, MO 3000M CET / 180' TCL	Bartlett & West Greg Dekat (785) 272-2252	City of Lee's Summit Ray Seidelman (816) 969-7620	2003
Frisco, TX 2500M CET / 156' TCL	Hunter Associates Texas, LTD Shane Walker (214) 369-9171	City of Frisco Frank Jaromin (972) 335-5580	2003
Killeen, TX 2500M CET / 131.5' TCL	The Wallace Group, Inc. John Winkler (254) 554-5959	City of Killeen David Blackburn (254) 634-2484	2003
San Antonio, TX 2500M CET / 90.5' TCL	Groves & Associates Brad Groves (210) 226-2922	San Antonio Water System (SAWS) Jeff Pollack (210) 704-7138	2003

LOCATION	ENGINEER	OWNER	YEAR
Falmouth, MA 2000M CET / 143' TCL	Tata & Howard, Inc. Patrick O'Neale (508) 946-1732	Town of Falmouth Raymond Jack (508) 548-7611	2003
Greenville, SC 2000M CET / 99' TCL	Black & Veatch Paul Hargette (864) 232-6432	City of Greenville Mike Sharpless (864) 241-6155	2003
Midlothian, VA 2000M CET / 126' TCL	Austin Brockenbrough & Associates, LLP Jeff Haas (804) 748-8746	Chesterfield County Robert Wilson (804) 751-4340	2003
Waco, TX 2000M CET / 164' TCL	City of Waco Mark Hines (254) 751-8540	City of Waco Mark Hines (254) 751-8540	2003
Annapolis, MD 1500M CET / 100.5' TCL	Stottler Stagg & Associates Eugene Kazmierczak (301) 864-0096	City of Annapolis Joe Baker (410) 263-7949	2003
Canton, MS 1500M CET / 164.5' TCL	Williford Gearhart & Knight, Inc Mike McKenzie (601) 859-3000	Canton Municipal Utilities Commission John Wallace (601) 859-2921	2002
Marinette, WI 1500M CET / 147' TCL	Ayers & Associates Miles Winkler (920) 498-1200	City of Marinette Brian Miller (715) 732-5132	2003
Cannon Falls, MN 1000M CET / 133.5' TCL	Short Elliott Hendrickson (SEH) Steve Campbell (651) 490-2115	City of Cannon Falls Dallas Larson - City Adm (507) 263-3954	2003
Hawley, PA 1000M CET / 142' TCL	Entech Engineers Dan Smith (610) 373-6667	Hemlock Farms Community Assoc. Mike Sibio (570) 775-4200	2003
Hebron, KY 1000M CET / 213.7' TCL	Camp Dresser & McKee Inc. (CDM) Mike Taylor (502) 452-1700	Boone-Florence Water Commission John Rittenhouse III (859) 371-5714	2003
Johnstown, OH 1000M CET / 130' TCL	URS Corporation Rob Shoaf (614) 464-4500	Village of Johnstown Jack Liggett (740) 967-3177	2003
Long Prairie, MN 1000M CET / 145' TCL	Larson - Peterson & Associates James Schulz (218) 847-5607	City of Long Prairie Dave Venekamp - City Clerk (320) 732-2168	2003

LOCATION	ENGINEER	OWNER	YEAR
Mountain Home, AR 1000M CET / 160' TCL	Garver, Inc. Brent McDaniels (501) 376-3633	City of Mountain Home Joe Dillard (870) 425-5116	2003
Rio Grande City, TX 1000M CET / 150' TCL	Kyle Engineering Duke Levy (800) 467-9949	City of Rio Grande City Bal De Mar Garza (956) 488-2363	2003
Steubenville, OH 1000M CET / 177' TCL	DLZ David Haigh (614) 847-0300	City of Steubenville David Snelting (740) 283-6035	2003
Franklin, VA 750M CET / 140' TCL	Gannett Fleming Art Welland/Mike Luning (757) 873-0768	Isle of Wight County Wayne Rountree (757) 357-3191	2003
Steubenville, OH 500M CET / 158' TCL	DLZ David Haigh (614) 847-0300	City of Steubenville David Snelting (740) 283-6035	2003
Cedar Hill, TX 2000M CET / 179.5' TCL	Shimek Jacobs & Finklea Gary Hendricks (214) 361-7900	City of Cedar Hill Robert Franke - Mayor (972) 291-5100	2001
Falmouth, MA 2000M CET / 139' TCL	Tata & Howard, Inc. Patrick O'Neale (508) 946-1732	Town of Falmouth Raymond Jack (508) 548-7611	2002
Foley, AL 2000M CET / 138' TCL	Riveria Utilities Richard Peterson - Engineer (334) 943-5001	Riveria Utilities Richard Peterson - Engineer (334) 943-5001	2001
Jessup, MD 2000M CET / 80.25' BCL	Michael Baker Jr., Inc. Bill Flowers (703) 960-8800	Anne Arundel County Truitt Gilbreath (410) 222-7620	2001
Lewisville, TX 2000M CET / 143.5' TCL	Shimek Jacobs & Finklea Ronald V. Conway, P.E. (214) 361-7900	City of Lewisville Purchasing Division (972) 219-3765	2002
Princeton, OH 2000M CET / 158.48' TCL	BBS Engineers Alan Smith (513) 489-0779	Butler County Commissioners Mike Foley (513) 887-3079	2001
Alabaster, AL 1500M CET / 157' TCL	Paul B. Krebs & Associates, Inc Jason Dearing (205) 987-7411	Alabaster Water Board Greg Allen - Water Superintendent (205) 663-6155	2001

LOCATION	ENGINEER	OWNER	YEAR
Wapakoneta, OH 1500M CET / 126.5' TCL	Finkbeiner, Pettis & Strout Kay Smith (419) 473-1121	City of Wapakoneta Rex Katterheinrich (419) 738-6111	2001
Corsicana, TX 1000M CET / 214.6' TCL	Knowlton English Flowers, Inc.	City of Corsican Truitt Gilbreath (903) 654-4800	2002
Falmouth, MA 1000M CET / 147.25' TCL	Tata & Howard, Inc. Patrick O'Neale (508) 946-1732	Town of Falmouth Raymond Jack (508) 548-7611	2002
Lebanon, TN 1000M CET / 128.125' TCL	Bledsoe Engineering LLC Danny Bledsoe (615) 740-9600	Nashville Speedway USA Inc. Barry Brook (865) 549-7466	2001
Salem, VA 2500M CET / 128.5' TCL	Finkbeiner, Pettis & Strout Stewart Lassiter (336) 292-2271	City of Salem Randy Smith (540) 375-3063	2000
Stow, OH 2500M CET / 142.167' TCL	Dodson-Stilson, Inc. Alan Mayrides (330) 923-0401	Summit County Ed Shandel (330) 926-2477	2000
Bethany, OH 2000M CET / 209' TCL	BBS Engineers Alan Smith (513) 489-0779	Butler Cty Dept of Environmental Services Martha Shelby (513) 887-3079	2000
Winston-Salem, NC 2000M CET / 120' TCL	Arcadis Geraghty & Miller Perry Allen (919) 782-5511	Winston-Salem/Forsyth County Scott Angel - Project Engineer (336) 727-8040	2001
Ashland City, TN 1500M CET / 148' TCL	James C. Hailey & Company Jimmy Hailey (615) 883-4933	East Montgomery Utility District Richard Head - Chairman (615) 307-3255	2000
Evansville, IN 1500M CET / 118' TCL	HNTB Paric Corp Bryan Brogan	Evansville Water & Sewer Utility	2000
Ada, OK 1000M CET / 94.75' TCL	FHC, Inc Sam Blackburn (918) 491-9995	City of Ada David Hendricks (580) 436-8100	2000
Arkadelphia, AR 1000M CET / 127.75' TCL	McClelland Consulting Engineers, Inc. Byron Hicks (501) 371-0272	City of Arkadelphia Dorinda Suitor (870) 246-5863	2000

LOCATION	ENGINEER	OWNER	YEAR
Bourbonnais, IL 1000M CET / 130' BCL	Consumers Illinois Water Dan Oliver (815) 935-6535	Consumers Illinois Water Company Dan Oliver (815) 935-6535	2001
Girard, IL 1000M CET / 170' TCL		The Adgptv Water Commision	2000
Pleasant View, TN 1000M CET / 170.5' TCL	James C. Hailey & Company Jimmy Hailey (615) 883-4933	Pleasant View Utility District John Anthony (615) 746-5315	2000
Sulphur Springs, TX 1000M CET / 87.25' TCL	KSA Engineers, Inc. Rebecca Wells (903) 236-7700	City of Sulphur Springs Craig Vaughn - Director of Utilities (903) 885-7541	2000
Bedford, TX 2000M CET / 155' TCL	HNTB Corporation Roxanne Pillar (817) 870-1808	City of Bedford J.C. Wood - Director of Public Works (817) 952-2100	1999
Fort Wayne, IN 2000M CET / 126.12' TCL	Aquasource, Inc Matthew Robinson (502) 458-1750	Aquasource, Inc Matthew Robinson (502) 458-1750	2000
Wisconsin Rapids, WI 2000M CET / 148' TCL	Bonestroo Rosene Anderlik & Assoc Mark Rolfs (651) 604-4872	WI Rapids Water Works & Lighting Comm Dave Eserkahn (715) 422-9045	1999
Greensboro, NC 1500M CET / 180' TCL	Greensboro Engineering Dept. Richard Huffman (336) 373-2892	City of Greensboro Richard Huffman (336) 323-2892	1999
Houston, TX 1500M CET / 159' TCL	Pate Engineers, Inc. J.E. Pate (713) 462-3178	City of Houston Walter Harris (713) 754-0834	1999
Lanett, AL 1500M CET / 120.5' TCL	Harmon Engineers Steve Kelly (334) 864-9135	City of Lanett Bobby Williams - City Manager (334) 644-2141	1999
Bryan, TX 1000M CET / 140.81' TCL	City of Bryan Bruce Karr (409) 361-3611	City of Bryan Bruce Karr (409) 361-3611	1999
Hartselle, AL 1000M CET / 120' TCL	Paul B. Krebs & Associates, Inc Nathan Husman (205) 987-7411	City of Hartselle Bruce Campbell (205) 773-3340	1999

LOCATION	ENGINEER	OWNER	YEAR
Lafayette, LA 1000M CET / 156.5' TCL	Lafayette Consolidated Government James Meaux (318) 921-5827	Lafayette Consolidated Government James Meaux (318) 921-5827	1999
Limestone County, AL 1000M CET / 200' TCL	Gresham, Smith & Partners, Inc. Keith Davis (615) 770-8391	Limestone County Water Authority Bobby Chandler - General Manager (256) 233-6447	2000
Ontario, OH 1000M CET / 128' TCL	URS Greiner Bob Schoaf (614) 464-4500	Village of Ontario Steven Einselen (419) 529-3818	1999
Rehoboth Beach, DE 1000M CET / 116' TCL	Davis Bowen & Friedel, Inc Hans Medlarz (302) 424-1441	City of Rehoboth Beach Samuel Cooper (302) 227-6181	2000
Sanford, NC 1000M CET / 133' TCL	Hazen & Sawyer Jim Struve (919) 883-7512	City of Sanford Vic Czar (919) 775-8301	1999
Crossett, AR 750M CET / 130.5' TCL	Larkin Group Brett McDaniel (501) 968-7707	North Crossett Utilities James Ederington (870) 364-2188	2000
Painesville, OH 750M CET / 100' TCL	Burgess & Niple Art Kimpton (440) 951-7050	City of Painesville Bill Vargyas (440) 352-9301	1999
Sturtevant, WI 750M CET / 134.3' TCL	Crispell-Snyder, Inc. Doug Snyder (414) 723-5600	Village of Sturtevant Carolyn Milkie (414) 886-7200	1999
Marbury, AL 500M CET / 166' TCL	Paul B. Krebs & Associates, Inc Clyde Chambliss (334) 271-0986	Marbury Water System, Inc. Tommy Hudson - President (334) 755-7949	1999
Hinesville, GA 2500M CET / 97' TCL	P.C. Simonton & Assoc. Paul Simonton (912) 368-5212	City of Hinesville Billy Edwards (912) 876-3564	1998
Lee's Summit, MO 2500M CET / 153.75' TCL	Burns & McDonnell Bob Zion (816) 822-3195	City of Lee's Summit Ray Seidelman (816) 969-7620	1999
Eau Claire, WI 2000M CET / 117.5' TCL	Ayers & Associates Luke Arnold (715) 834-3161	City of Eau Claire James Fearing (715) 839-4916	1998

LOCATION	ENGINEER	OWNER	YEAR
Raleigh, NC 2000M CET / 197' TCL	Piedmont Olsen & Hensley Tyler Highfill (919) 782-5511	City of Raleigh Dale Crisp (919) 890-3400	1998
Carrboro, NC 1500M CET / 203.5' TCL	Hazen & Sawyer Tom Tant (919) 833-7152	Orange Water & Sewer John Green (919) 968-4421	1998
White House, TN 1500M CET / 131.5' TCL	White, Taylor & Walker Raymond White (615) 377-1337	White House Utility District Bill Thompson (615) 672-4110	1998
Midwest City, OK 1000M CET / 104' TCL	Triad Design Group, Inc Lynn Hines (405) 691-4426	City of Midwest City Stuart Chai - City Engineer (405) 739-1220	1998
Union County, SC 1000M CET / 123.7' TCL	Rogers & Callcott Engineers, Inc Frank Callcott (864) 232-1556	City of Union T. D. Sherbert - Director Utilities (864) 429-1717	1998
Fort Mill, SC 750M CET / 128' TCL	Williams Engineering, Inc. Tim Kaiser (803) 324-3192	City of Fort Mill Charles Powers - Mayor (803) 547-2034	1998
Jefferson, WI 750M CET / 84.5' TCL	Crispell-Snyder, Inc. Doug Snyder (414) 723-5600	Jefferson Water & Elect. Commission Bruce Folbercht (920) 674-7711	1998
Carthage, MO 2500M CET / 147.583' TCL	Allgeier, Martin & Associates, Inc Eugene Spears (417) 624-5703	Carthage Water & Electric Plant Marge Housh (417) 237-7300	1998
Carthage, MO 2500M CET / 126' TCL	Allgeier, Martin & Associates, Inc Eugene Spears (417) 624-5703	Carthage Water & Electric Plant Marge Housh (417) 237-7300	1998
Bloomington, IL 2000M CET / 131.5' TCL	Farnsworth & Wylie, Inc.	City of Bloomington Tracey Covert, City Clerk (309) 434-2240	1997
El Paso, TX 2000M CET / 118' TCL	Parkhill Smith & Cooper Sterling Freeman (915) 533-6811	El Paso Water Utilities Humberto Juarez (915) 594-5533	1997
Greensboro, NC 2000M CPT / 132' TCL	Greensboro Engineering Dept. Richard Huffman (336) 373-2892	City of Greensboro Richard Huffman (336) 373-2892	1997

LOCATION	ENGINEER	OWNER	YEAR
Opelika, AL 2000M CET / 133' TCL	Paul B. Krebs & Associates, Inc Ron Harris (205) 987-7411	Opelika Water & Sewer Board Dan Hilyer (334) 745-3487	1997
Thornton, CO 2000M CET / 137' TCL	Merrick & Company Barney Fix (303) 751-0741	City of Thornton Jim Jensen (303) 538-7332	1997
Junction City, KS 1000M CET / 125' TCL	KW Valley Engineers Sam Malinowsky (913) 762-5040	City of Junction City Rodney Barnes (913) 238-3103	1997
Lafayette, LA 1000M CET / 161' TCL	C. P. S. Engineers Inc. David Naomi (318) 235-2431	Lafayette Consolidated Government Walter Comeaux - President (318) 261-8345	1997
Rock Hill, SC 1000M CET / 130' TCL	HDR Engineering, Inc. Scott Honeycutt (803) 980-5777	Rock Hill Utilities Bill Lefler (803) 329-5613	1997
Pharr, TX 750M CET / 126' TCL	TCB, Inc. Rudy Saucedo (210) 981-6991	City of Pharr Ernesto Silva (210) 787-7951	1997
Carrollton, TX 2000M CET / 154.6' TCL	Shimek Jacobs & Finklea John Birkhoff (214) 361-7900	City of Carrollton Randy Wallhood (972) 466-3200	1997
Kingwood, TX 1500M CET / 170' TCL	TCB, Inc. Cecil Allen (713) 780-4100	Harris Co. M.U.D. No. 5 Jim Coker (713) 358-2828	1995
Delavan, WI 1000M CET / 89' TCL	Crispell-Snyder, Inc. John Iseleb (414) 723-5600	City of Delavan Bob Schutt (414) 728-3545	1995
Hillsdale, MI 1000M CET / 135' TCL	FST Inc Tom Borck (419) 843-8200	Hillsdale Board of Public Utilities Stan Day (517) 437-3387	1996
Conway, AR 750M CET / 125' TCL	Crist Engineers Inc Bernie McCoy (501) 664-1552	Municipal Imp. District 10 Richard Collins	1996
Clear Lake, TX 500M CET / 157' TCL			1995

LOCATION	ENGINEER	OWNER	YEAR
Houston, TX 500M CET / 139' TCL	Jones & Carter, Inc. Carry Weppler (713) 777-5337	Harris Co. M.U.D. No. 200	1995
Eden Prairie, MN 2000M CET / 184' TCL	Reike Carroll Mueller	City of Eden Prairie Gene Dietz (612) 937-2262	1994
Plano, TX 2000M CET / 114.5' TCL	Shimek Jacobs & Finklea John Birkhoff (214) 361-7900	City of Plano Ed Smith (214) 424-6531	1995
Pasadena, TX 750M CPT			1994
Pasadena, TX 750M CPT			1994
Pasadena, TX 500M CPT			1994
University Park, TX 2000M CET / 155.25' TCL	Black & Veatch Bill Cherry (972) 770-1500	City of University Park Bud Smallwood (214) 363-1644	1994
Plano, TX 2000M CET / 177.5' TCL	Shimek Jacobs & Finklea John Birkhoff (214) 361-7900	City of Plano Ed Smith (972) 461-7000	1992
Dallas, TX 3000M CPT / 95' TCL		City of Dallas	1990
Mesquite, TX 2500M CPT / 158.75' TCL		City of Mesquite	1990
Midland, TX 2000M CET / 132.35' TCL	Parkhill Smith & Cooper Kyle Womack (915) 697-1447	City of Midland Kenneth Jones (915) 685-7100	1990
Sachse, TX 750M CPT / 173' TCL			1990
Converse, TX 1000M CPT / 133' TCL			1989
Converse, TX 1000M CPT / 118.5' TCL			1989

LOCATION	ENGINEER	OWNER	YEAR
Webster, TX 1000M CPT / 139.5' TCL			1989
Plano, TX 2000M CPT / 179' TCL		City of Plano	1988
Waxahachie, TX 1500M CET / 115' TCL	Shimek Jacobs & Finklea Ron Conway (214) 361-7900	Ellis County WCID No. 1	1988
Austin, TX 1000M CET / 98' TCL			1988

Attachment A
Basic Tool & Supply List

Rigging Tools & Supplies
- Block, Snatch, 3/8" Cable
- Cutter, Cable, Large
- Cutter, Cable, Small
- Chain Hoist, 3 Ton
- Clamp, 5 Ton Bridled Screw Plate
- Jack, 15 Ton Track
- Hammer, 4 Lb Maul
- Hammer, 8 Lb Maul
- Clamp, Renfro-Barge, 1-1/2 Ton (Ea. Clamp)
- Rope, 3/4", Manila, 1 Ft
- Shackle 12 Ton Cap. 1- 1/4 Pin, Screw Pin
- Sling, 5/8"ø x 8' Long
- Spreader Bar 10 Ton For Plate Clamps
- Tag Line Clamp - E455A
- Slings, Sea Container, 23' Long

Fitting Supplies
- Wedge, 2" x 15"
- Blank Nut, 3/4" CS
- Blank Nut, 3/8" CS
- Finger Bar, CS
- Hitch Lug 2A38 CS
- Key Bull Pin
- Key Channel
- Key Plate
- U-Bar, 5" Long

Electric Tools & Supplies
- Bulb, Light, 120 V, 500 W, Quartz
- Extension Cord, 125 Volt, Twist-Lock, 100'
- GFCI Tester
- Light Stand, Quartz
- Tape, Electrical (Black)
- Tape, Friction

Air Tools & Supplies
- Kit, Air Hose Repair
- Wrench, Angle Grinder
- Hammer, Chipping
- Chisel, Deslagging Gun
- Chisel, Flat, Chipping Hammer
- Grinding Stone, 7" x 1/4" x 5/8"
- Grinder, Air, 7" Angle
- Mover, Coppus Air Fan
- Grinder, Air, Straight

Hoses & Pipes
- Hose, "Bull", 1-1/2" x 50'
- Hose, Air with Connections 3/4" x 100'
- Hose, Air, Whip with Quick Disconnect, 3/4" x 15'
- Manifold, Air, 4-Way

Hand Tools & Supplies
- Marker , White, 5/64, Metal
- Mokum, Sheet
- Tape, Measuring, 100'
- Tape, Measuring, 50'
- Broom, Push
- Level, Carpenters, 4'-0
- Chalk Line
- Bar, Fit-Up, Large
- Bar, Fit-Up, Standard
- Fuel Tank, New Style with Built In Dike & Fuel Pump
- Survey Auto Level
- Box, Shipping, Steel (Small)
- Survey Tripod, Transit
- Wire Brush - Hand, CS
- Wire Wheel, 6" x 5/8" x .020 Thk CS

Scaffold & Accessories
- Cribbing Block, 6" x 6" x 2' - 6"
- Ladder, Fiberglass, 20' with Shoes
- Container, Scaffold Tool

Burning Tools & Supplies
- Bottle Cart
- Burning Outfit
- Regulator, Oxygen, 0-4000 Psi
- Regulator, Acetylene 0-4000 Psi
- Hose For Burning - 1/4" ø Twin Ox-Propane-Accet
- Torch, Cutting
- Kit, Burning Hose Repair
- Goggles, Burning
- Rack, Storage, Acetyl. Bottles (Cap - 3 Fl & 3 Emty)
- Rack, Storage, O2 Bottles (Cap - 6 Full & 6 Empty)
- Striker, Gas Torch Lighter
- Tip Cleaner
- Tip, #1 Acetylene

Welding Tools & Supplies
- Hammer, Slag
- Hood, Welders
- Lens, Clear Replacement
- Lens, Welders Colored #9

NDE Tools & Supplies
- Center Punch, High Stress
- Seamtest (1 Gal), Lo Temp
- Vacuum Box, Flat, 30"

Miscellaneous Safety Tools & Supplies
- Sweat Band, Terri Cloth
- Tape, Barricade 150' (Barrier), Yellow / Black
- Fire Extinguisher - 10 Lb
- Ear Plugs (Box)

PPE - Respirators
- Respirator, 3M Dust Mask #9970

PPE - Harnesses
- Safety Harness with Side D-Ring
- Lanyard with Shock Absorber

PPE - Hard Hats, Glasses, & Face Shields
- Face Shield, (Grinding)
- Hard Hat, Blue
- Face Shield Holder
- Safety Glasses, Clear
- Safety Goggles , Mono

Rescue & First Aid Supplies
- Can, Water, 5 Gallon
- Kit, First Aid, Large
- Stretcher, Basket
- Eye Wash Device

Signs
- Sign, Caution Hearing Protect Required this Area
- Sign, Caution High Noise Level
- Sign, Danger Authorized Personnel Only
- Sign, Combustable Liquid Fuel
- Sign, Danger 440 Volts
- Sign, Danger Diesel
- Sign, Danger Do Not Enter without Hard Hat & Glasses
- Sign, Danger Do Not Enter without Hard Hat & Goggles
- Sign, Danger Eye Protection Required In this Area

Miscellaneous Tools & Supplies
- Crayon, Yellow Lumber (12 Per Box)
- Cups - Box of 250
- Rags, 1 Box
- Marker, Soapstone (Box)
- Tape, Duct (2" Roll)
- Tape, Masking, 2"
- Tie Wire - .0625" Dia (16 Gauge)

Office Supplies
- Badges, McDermott
- Lock, Foreman's
- Tag, Green
- Tag, Red

Attachment B
Unfueled Equipment Rental Rates for 2023

Compressors - Electric	$/Week
Compressor, 205 CFM	$346
Compressor, 260 CFM	$525
Compressor, 250 CFM	$525
Compressor, 280 CFM	$525
Compressors - Diesel	
Compressor, 175 CFM	$340
Compressor, 375 CFM	$541
Compressor, with After Cooler, 175 CFM	$471
Compressor, with After Cooler, 375 CFM	$706
Compressor, with After Cooler, 825 CFM	$1,203
Generators	
Generator, 5 kW, Gas Powered	$442
Generator, 80 kW, Gas Powered	$845
Generator, 205 kW, Diesel	$1,050
Weld/Gen/Air Units	
Weld-Air Unit, 205 kW with 1 Sullair Comp. & 6 Miller CBI-400	$2,723
Weld-Air Unit, 205 kW with 1 Sullair Comp. & 3 Miller CBI-400 & 3 CBI-650	$2,723
Weld-Air Unit, Mini 3-Pack with 1 Sullair Comp. & 3 Miller CBI-400	$2,723
Welding Machines - Electric	
Welder, Electric, 400A	$82
Welder, Electric, 600-650A	$110
Welding Machines - Diesel	
Welder, Diesel, 400A	$297
Welder, Diesel, 600A - 800A	$346
Welder, Diesel, 600A Air Pak, Miller #Big Blue Air Pak	$492
Welding Equipment & Accessories	
Welder, Automatic Girth, Lightweight AGW, with MPS	$2,245
Welder, Automatic Girth, AGW, with MPS	$2,245
Welder, Automatic, Vert, AVW, with MPS	$2,114
Welder, LT7 Down Flat Tractor with Lincoln #LN-9 Wire Feeder	$511
Welder, Mini Girth	$885
Lead, Welding, 125'	$23
Oven, Rod, 300#, 125 Vac	$28
LN-25 Wire Feeder	$105
Port-A-Power Kits	
Porta Power, 5 Ton with Pump	$62
Porta Power, 10 Ton with Pump	$62
Porta Power, 50 Ton with Pump	$139
Porta Power, 100 Ton with Pump	$208
Storage Containers	
Container, Connex, 8' x 40'	$264
Container, Connex, Tool, 8' x 8'	$48
Tool Box - Foreman's Standard (Knaak 89)	$28
Tool Box, Pyramid (Gang Box)	$28
Container, Connex, 8' x 20'	$105
Offices, Change Rooms	
Trailer, Van, Project Manager	$684
Trailer, Van, Foreman's Office	$208
Container, Connex, 8' x 20', Foreman's Office	$165
Trailer, Van, 100% X-Ray	$270
Container, Connex, X-Ray, 8' x 8'	$181
Container, Sea Connex, X-Ray, 8' x 20'	$228

Hydraulic Cranes - Crawler	$/Week
Crane, Mantis, 6010LP, 30 Ton with Steel Tracks	$4,354
Crane, Mantis, 6010LP, 30 Ton with Rubber Pads	$4,962
Trucks	
1/2 Ton Pickup	$415
3/4 Ton Pickup	$415
1 Ton Pickup	$415
Trailer Float, 35'-40'	$276
Dolly, Fifth Wheel	$125
Temporary Electrical Equipment	
Panel, Power Distribution, 400A with Cable	$222
Panel, Power Distribution, 600A with Cable	$297
Panel, Power Distribution, 800A with Cable	$374
Sub-Panel, 100A	$82
Sub-Panel, 200A - will plug into 600 Amp Panel	$117
Transformer, 15 kVA	$82
Transformer, 25 kVA	$105
Transformer, 50 kVA	$110
Hoists - Air Tuggers	
Hoist, Ingersoll-Rand, 1 Drum To 1000#, Bu with Cable	$200
Hoist, Ingersoll-Rand, 1 Drum, To 2000#, Hul with Cable	$270
Hoist, Ingersoll-Rand, 1 Drum Over 2000#, K4UI with Cable	$476
Hoists - HydraHoist	
Hoist, HydraHoist, 4-Winch Diesel, #11-3S	$1,099
Hoist, HydraHoist, 3-Winch Diesel, #HPSI	$1,099
Hoist, HydraHoist, Electric, #11-3S	$1,023
Chain Hoists	
Chainfall Hoist <6 Ton	$54
Chainfall Hoist 10 Ton	$215
Come-A-Long	
Cable, 1-1/2 Ton Lug-All	$54
Hoist, 1-1/2 Ton Lug-All	$54
Hoist, 3 Ton Lug-All	$62

Attachment B
Unfueled Equipment Rental Rates for 2023

Tank Building Equipment	$/Week
Buggy, Plate	$82
Fit Up Yoke, Girth (Adjustable)	$117
Fit Up Yoke, Windgirder (Non-Adjustable)	$117
Surveying Equipment	
Survey Theodolite	$88
Survey Transit	$62
Rigging Equipment	
Spreader Bar 25 Ton Adjustable	$62
Spreader Bar 100 Ton Adjustable	$82
Scaffolding	
Board, Scaffold, 2" x 12" x 6' - per 100	$139
Board, Scaffold, 2" x 12" x 8' - per 100	$139
Board, Scaffold, 2" x 12" x 10' - per 100	$153
Board, Scaffold, 2" x 12" x 12' - per 100	$181
Board, Scaffold, 2" x 12" x 14' - per 100	$208
Bracket, Scaffold, Adjustable - per 50	$442
Bracket, Scaffold, Adjustable, 54" - per 50	$442
Bracket, Scaffold, Adjustable, Extra Wide - per 50	$442
Bracket, Scaffold, Rigid - per 50	$340
Air Tools & Accessories	
Grinder, Air-Pencil/Die	$54
Gun, De-Slagging	$54
Wrench, Impact, 3/4" Drive	$62
Wrench, Impact, 1" Drive	$82
Wrench, Impact, 1 1/2"	$110
Arc Gouge	$62
Air Receiver Large	$117
Burning & Preheat Equipment	
Plasma Cutting Outfit, Electric, (Max 1 Inch Capacity)	$276
Plasma Cutting Outfit, Electric (Greater than 1 Inch Capacity)	$394
Burner, Magnetic Track, Carriage	$125
Torch, Big Bertha	$28
NDE Equipment	
Yoke, MT, Y-6	$110
Guage, Thickness, UT	$340
X-Ray Unit, Rigaku, 200 KVP, with Survey Meters	$471
X-Ray Unit, Rigaku, 300 KVP, with Survey Meters	$595
Buggy, Isotope, with Survey Meters	$380
Recorder, PWHT, Esterline	$595

NDE Equipment (Continued)	$/Week
Recorder, Hydrotest, 0-6 psig	$222
Recorder, Hydrotest, 0-15 psig	$222
Recorder, Hydrotest, 0-600 psig	$222
Vacuum Box, Corner, 30"	$34
Pipe Equipment	
Threading Machine, Pipe, Model 300	$181
Machine, Pipe Beveling, 2" - 4"	$82
Machine, Pipe Beveling, 4" - 8"	$82
Machine, Pipe Beveling, 8" - 12"	$82
Machine, Pipe Beveling, 16" - 20"	$125
Machine, Pipe Beveling, 20" - 26"	$248
Grinder, Electric, 4-1/2", Angle	$54
Grinder, Electric, 9", Angle	$54
Paint Equipment	
Blast Pot, Schmidt 600 Lb	$359
Canned Sand Unit, Schmidt 6 Ton, 12V	$754
Canned Sand Unit, Schmidt 8 Ton, 12V	$624
Pump, Paint, 45:1	$366
Pump, Paint, 56:1	$366
Hopper, Sand	$850
Bullard #883240 Blast Hood	$346
Air Conditioner, Vortex, Complete with Vest	$139
Air Desiccant Dryer (Van-Air)	$181
Spider/Sky Climber, SC30, with 100' Cable	$310
Spider Buggy, ST-17 or ST-19 or ST-26, with 150' Cable	$340
Water Pumps	
Pump, Test, Hydrotest, 1000 psi (Low Pressure)	$324
Pump, Test, Hydrotest, 1400 psi (High Pressure)	$324
Pump, Test, Hydrotest, 500 psi (High Volume)	$324
Pump, Sump, 1-1/2" Air	$105
Miscellaneous Equipment	
Fan, Air, 110 Vac, Explosion Proof	$181
Fan, Air Raise, Hartzell	$130
Crane Mats 4' x 24'	$88
Crane Mats Mantis	$88
Saw, Band, Portable, Electric	$88
Monitor, Constant (LEL, O2, CO) MSA 360 with Calibration Kit	$270
Monitor, (LEL, O2, H2S), MSA Miniguard III) with Calibration Kit	$270
Monitor, LEL Only with Calibration Kit	$270
Vacuum Cleaner (55 Gal)	$173
Air Bag with Controls & Hose, 73 Ton	$428
Rivet Buster (90Lb) with Buggy	$182
Buggy, Shell Vert #2C82 without MPS or Welding Machine	$415
Buggy, Shell Vert #2C82 with MPS & Welding Machine	$1,203

NOTES:

1 Rates for equipment not listed will be furnished as needed.
2 Rates do not include operator.
3 The weekly rates are based on 40 hours per week & 4 weeks per month.
Rates for over 40 hours per week will be prorated at 75% of the above rates.

EQUIPMENT & MATERIAL SUPPLIERS LIST

(Please see attached Equipment Rental List)

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
(Please see attached Equipment Rental List)		

(Please see attached Equipment Rental List)

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: 20 Day of : July 20. 23

By: Adam Houck

BIDDER

Title: Business Development Manager

NOTARY PUBLIC

State of Texas

County of: Harris

Subscribed and sworn to before me this:

Andrea Ortega

NOTARY PUBLIC

ANDREA CAROLINA ORTEGA QUINTERO
Notary ID #132023629
My Commission Expires
May 22, 2027

END OF SECTION



Attachment A
Basic Tool & Supply List

Rigging Tools & Supplies
- Block, Snatch, 3/8" Cable
- Cutter, Cable, Large
- Cutter, Cable, Small
- Chain Hoist, 3 Ton
- Clamp, 5 Ton Bridled Screw Plate
- Jack, 15 Ton Track
- Hammer, 4 Lb Maul
- Hammer, 8 Lb Maul
- Clamp, Renfro-Barge, 1-1/2 Ton (Ea. Clamp)
- Rope, 3/4", Manila, 1 Ft
- Shackle 12 Ton Cap. 1- 1/4 Pin, Screw Pin
- Sling, 5/8"ø x 8' Long
- Spreader Bar 10 Ton For Plate Clamps
- Tag Line Clamp - E455A
- Slings, Sea Container, 23' Long

Fitting Supplies
- Wedge, 2" x 15"
- Blank Nut, 3/4" CS
- Blank Nut, 3/8" CS
- Finger Bar, CS
- Hitch Lug 2A38 CS
- Key Bull Pin
- Key Channel
- Key Plate
- U-Bar, 5" Long

Electric Tools & Supplies
- Bulb, Light, 120 V, 500 W, Quartz
- Extension Cord, 125 Volt, Twist-Lock, 100'
- GFCI Tester
- Light Stand, Quartz
- Tape, Electrical (Black)
- Tape, Friction

Air Tools & Supplies
- Kit, Air Hose Repair
- Wrench, Angle Grinder
- Hammer, Chipping
- Chisel, Deslagging Gun
- Chisel, Flat, Chipping Hammer
- Grinding Stone, 7" x 1/4" x 5/8"
- Grinder, Air, 7" Angle
- Mover, Coppus Air Fan
- Grinder, Air, Straight

Hoses & Pipes
- Hose, "Bull", 1-1/2" x 50'
- Hose, Air with Connections 3/4" x 100'
- Hose, Air, Whip with Quick Disconnect, 3/4" x 15'
- Manifold, Air, 4-Way

Hand Tools & Supplies
- Marker , White, 5/64, Metal
- Mokum, Sheet
- Tape, Measuring, 100'
- Tape, Measuring, 50'
- Broom, Push
- Level, Carpenters, 4'-0
- Chalk Line
- Bar, Fit-Up, Large
- Bar, Fit-Up, Standard
- Fuel Tank, New Style with Built In Dike & Fuel Pump
- Survey Auto Level
- Box, Shipping, Steel (Small)
- Survey Tripod, Transit
- Wire Brush - Hand, CS
- Wire Wheel, 6" x 5/8" x .020 Thk CS

Scaffold & Accessories
- Cribbing Block, 6" x 6" x 2' - 6"
- Ladder, Fiberglass, 20' with Shoes
- Container, Scaffold Tool

Burning Tools & Supplies
- Bottle Cart
- Burning Outfit
- Regulator, Oxygen, 0-4000 Psi
- Regulator, Acetylene 0-4000 Psi
- Hose For Burning - 1/4" ø Twin Ox-Propane-Accet
- Torch, Cutting
- Kit, Burning Hose Repair
- Goggles, Burning
- Rack, Storage, Acetyl. Bottles (Cap - 3 Fl & 3 Emty)
- Rack, Storage, O2 Bottles (Cap - 6 Full & 6 Empty)
- Striker, Gas Torch Lighter
- Tip Cleaner
- Tip, #1 Acetylene

Welding Tools & Supplies
- Hammer, Slag
- Hood, Welders
- Lens, Clear Replacement
- Lens, Welders Colored #9

NDE Tools & Supplies
- Center Punch, High Stress
- Seamtest (1 Gal), Lo Temp
- Vacuum Box, Flat, 30"

Miscellaneous Safety Tools & Supplies
- Sweat Band, Terri Cloth
- Tape, Barricade 150' (Barrier), Yellow / Black
- Fire Extinguisher - 10 Lb
- Ear Plugs (Box)

PPE - Respirators
- Respirator, 3M Dust Mask #9970

PPE - Harnesses
- Safety Harness with Side D-Ring
- Lanyard with Shock Absorber

PPE - Hard Hats, Glasses, & Face Shields
- Face Shield, (Grinding)
- Hard Hat, Blue
- Face Shield Holder
- Safety Glasses, Clear
- Safety Goggles , Mono

Rescue & First Aid Supplies
- Can, Water, 5 Gallon
- Kit, First Aid, Large
- Stretcher, Basket
- Eye Wash Device

Signs
- Sign, Caution Hearing Protect Required this Area
- Sign, Caution High Noise Level
- Sign, Danger Authorized Personnel Only
- Sign, Combustable Liquid Fuel
- Sign, Danger 440 Volts
- Sign, Danger Diesel
- Sign, Danger Do Not Enter without Hard Hat & Glasses
- Sign, Danger Do Not Enter without Hard Hat & Goggles
- Sign, Danger Eye Protection Required In this Area

Miscellaneous Tools & Supplies
- Crayon, Yellow Lumber (12 Per Box)
- Cups - Box of 250
- Rags, 1 Box
- Marker, Soapstone (Box)
- Tape, Duct (2" Roll)
- Tape, Masking, 2"
- Tie Wire - .0625" Dia (16 Gauge)

Office Supplies
- Badges, McDermott
- Lock, Foreman's
- Tag, Green
- Tag, Red

Attachment B
Unfueled Equipment Rental Rates for 2023

Compressors - Electric	$/Week
Compressor, 205 CFM	$346
Compressor, 260 CFM	$525
Compressor, 250 CFM	$525
Compressor, 280 CFM	$525
Compressors - Diesel	
Compressor, 175 CFM	$340
Compressor, 375 CFM	$541
Compressor, with After Cooler, 175 CFM	$471
Compressor, with After Cooler, 375 CFM	$706
Compressor, with After Cooler, 825 CFM	$1,203
Generators	
Generator, 5 kW, Gas Powered	$442
Generator, 80 kW, Gas Powered	$845
Generator, 205 kW, Diesel	$1,050
Weld/Gen/Air Units	
Weld-Air Unit, 205 kW with 1 Sullair Comp. & 6 Miller CBI-400	$2,723
Weld-Air Unit, 205 kW with 1 Sullair Comp. & 3 Miller CBI-400 & 3 CBI-650	$2,723
Weld-Air Unit, Mini 3-Pack with 1 Sullair Comp. & 3 Miller CBI-400	$2,723
Welding Machines - Electric	
Welder, Electric, 400A	$82
Welder, Electric, 600-650A	$110
Welding Machines - Diesel	
Welder, Diesel, 400A	$297
Welder, Diesel, 600A - 800A	$346
Welder, Diesel, 600A Air Pak, Miller #Big Blue Air Pak	$492
Welding Equipment & Accessories	
Welder, Automatic Girth, Lightweight AGW, with MPS	$2,245
Welder, Automatic Girth, AGW, with MPS	$2,245
Welder, Automatic, Vert, AVW, with MPS	$2,114
Welder, LT7 Down Flat Tractor with Lincoln #LN-9 Wire Feeder	$511
Welder, Mini Girth	$885
Lead, Welding, 125'	$23
Oven, Rod, 300#, 125 Vac	$28
LN-25 Wire Feeder	$105
Port-A-Power Kits	
Porta Power, 5 Ton with Pump	$62
Porta Power, 10 Ton with Pump	$62
Porta Power, 50 Ton with Pump	$139
Porta Power, 100 Ton with Pump	$208
Storage Containers	
Container, Connex, 8' x 40'	$264
Container, Connex, Tool, 8' x 8'	$48
Tool Box - Foreman's Standard (Knaak 89)	$28
Tool Box, Pyramid (Gang Box)	$28
Container, Connex, 8' x 20'	$105
Offices, Change Rooms	
Trailer, Van, Project Manager	$684
Trailer, Van, Foreman's Office	$208
Container, Connex, 8' x 20', Foreman's Office	$165
Trailer, Van, 100% X-Ray	$270
Container, Connex, X-Ray, 8' x 8'	$181
Container, Sea Connex, X-Ray, 8' x 20'	$228

Hydraulic Cranes - Crawler	$/Week
Crane, Mantis, 6010LP, 30 Ton with Steel Tracks	$4,354
Crane, Mantis, 6010LP, 30 Ton with Rubber Pads	$4,962
Trucks	
1/2 Ton Pickup	$415
3/4 Ton Pickup	$415
1 Ton Pickup	$415
Trailer Float, 35'-40'	$276
Dolly, Fifth Wheel	$125
Temporary Electrical Equipment	
Panel, Power Distribution, 400A with Cable	$222
Panel, Power Distribution, 600A with Cable	$297
Panel, Power Distribution, 800A with Cable	$374
Sub-Panel, 100A	$82
Sub-Panel, 200A - will plug into 600 Amp Panel	$117
Transformer, 15 kVA	$82
Transformer, 25 kVA	$105
Transformer, 50 kVA	$110
Hoists - Air Tuggers	
Hoist, Ingersoll-Rand, 1 Drum To 1000#, Bu with Cable	$200
Hoist, Ingersoll-Rand, 1 Drum, To 2000#, Hul with Cable	$270
Hoist, Ingersoll-Rand, 1 Drum Over 2000#, K4UI with Cable	$476
Hoists - HydraHoist	
Hoist, HydraHoist, 4-Winch Diesel, #11-3S	$1,099
Hoist, HydraHoist, 3-Winch Diesel, #HPSI	$1,099
Hoist, HydraHoist, Electric, #11-3S	$1,023
Chain Hoists	
Chainfall Hoist <6 Ton	$54
Chainfall Hoist 10 Ton	$215
Come-A-Long	
Cable, 1-1/2 Ton Lug-All	$54
Hoist, 1-1/2 Ton Lug-All	$54
Hoist, 3 Ton Lug-All	$62

Attachment B
Unfueled Equipment Rental Rates for 2023

Tank Building Equipment	$/Week
Buggy, Plate	$82
Fit Up Yoke, Girth (Adjustable)	$117
Fit Up Yoke, Windgirder (Non-Adjustable)	$117
Surveying Equipment	
Survey Theodolite	$88
Survey Transit	$62
Rigging Equipment	
Spreader Bar 25 Ton Adjustable	$62
Spreader Bar 100 Ton Adjustable	$82
Scaffolding	
Board, Scaffold, 2" x 12" x 6' - per 100	$139
Board, Scaffold, 2" x 12" x 8' - per 100	$139
Board, Scaffold, 2" x 12" x 10' - per 100	$153
Board, Scaffold, 2" x 12" x 12' - per 100	$181
Board, Scaffold, 2" x 12" x 14' - per 100	$208
Bracket, Scaffold, Adjustable - per 50	$442
Bracket, Scaffold, Adjustable, 54" - per 50	$442
Bracket, Scaffold, Adjustable, Extra Wide - per 50	$442
Bracket, Scaffold, Rigid - per 50	$340
Air Tools & Accessories	
Grinder, Air-Pencil/Die	$54
Gun, De-Slagging	$54
Wrench, Impact, 3/4" Drive	$62
Wrench, Impact, 1" Drive	$82
Wrench, Impact, 1 1/2"	$110
Arc Gouge	$62
Air Receiver Large	$117
Burning & Preheat Equipment	
Plasma Cutting Outfit, Electric, (Max 1 Inch Capacity)	$276
Plasma Cutting Outfit, Electric (Greater than 1 Inch Capacity)	$394
Burner, Magnetic Track, Carriage	$125
Torch, Big Bertha	$28
NDE Equipment	
Yoke, MT, Y-6	$110
Guage, Thickness, UT	$340
X-Ray Unit, Rigaku, 200 KVP, with Survey Meters	$471
X-Ray Unit, Rigaku, 300 KVP, with Survey Meters	$595
Buggy, Isotope, with Survey Meters	$380
Recorder, PWHT, Esterline	$595

NDE Equipment (Continued)	$/Week
Recorder, Hydrotest, 0-6 psig	$222
Recorder, Hydrotest, 0-15 psig	$222
Recorder, Hydrotest, 0-600 psig	$222
Vacuum Box, Corner, 30"	$34
Pipe Equipment	
Threading Machine, Pipe, Model 300	$181
Machine, Pipe Beveling, 2" - 4"	$82
Machine, Pipe Beveling, 4" - 8"	$82
Machine, Pipe Beveling, 8" - 12"	$82
Machine, Pipe Beveling, 16" - 20"	$125
Machine, Pipe Beveling, 20" - 26"	$248
Grinder, Electric, 4-1/2", Angle	$54
Grinder, Electric, 9", Angle	$54
Paint Equipment	
Blast Pot, Schmidt 600 Lb.	$359
Canned Sand Unit, Schmidt 6 Ton, 12V	$754
Canned Sand Unit, Schmidt 8 Ton, 12V	$624
Pump, Paint, 45:1	$366
Pump, Paint, 56:1	$366
Hopper, Sand	$850
Bullard #883240 Blast Hood	$346
Air Conditioner, Vortex, Complete with Vest	$139
Air Desiccant Dryer (Van-Air)	$181
Spider/Sky Climber, SC30, with 100' Cable	$310
Spider Buggy, ST-17 or ST-19 or ST-26, with 150' Cable	$340
Water Pumps	
Pump, Test, Hydrotest, 1000 psi (Low Pressure)	$324
Pump, Test, Hydrotest, 1400 psi (High Pressure)	$324
Pump, Test, Hydrotest, 500 psi (High Volume)	$324
Pump, Sump, 1-1/2" Air	$105
Miscellaneous Equipment	
Fan, Air, 110 Vac, Explosion Proof	$181
Fan, Air Raise, Hartzell	$130
Crane Mats 4' x 24'	$88
Crane Mats Mantis	$88
Saw, Band, Portable, Electric	$88
Monitor, Constant (LEL, O2, CO) MSA 360 with Calibration Kit	$270
Monitor, (LEL, O2, H2S), MSA Miniguard III) with Calibration Kit	$270
Monitor, LEL Only with Calibration Kit	$270
Vacuum Cleaner (55 Gal)	$173
Air Bag with Controls & Hose, 73 Ton	$428
Rivet Buster (90Lb) with Buggy	$182
Buggy, Shell Vert #2C82 without MPS or Welding Machine	$415
Buggy, Shell Vert #2C82 with MPS & Welding Machine	$1,203

NOTES:

1. Rates for equipment not listed will be furnished as needed.
2. Rates do not include operator.
3. The weekly rates are based on 40 hours per week & 4 weeks per month.
   Rates for over 40 hours per week will be prorated at 75% of the above rates.

July 21, 2023

Adam Houck
915 N Eldridge Parkway
Houston, TX 77079

Dear City of Edinburg,

The undersigned party certifies that **CB&I Storage Tank Solutions LLC** complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Adam Houck
Printed name

Adam Houck
Signature

Business Development Manager
Position in bidding company

July 20, 2023
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Harris § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Adam Houck, who
[Affiant]

being by me duly sworn on his oath stated that he is Business Development Manager, of
[Title]

CB&I Storage Tank Solutions LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Adam Houck
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on July 20, 2023.
[Date]

ANDREA CAROLINA ORTEGA QUINTERO
Notary ID #132023629
My Commission Expires
May 22, 2027

[Notary Seal]

Andrea Ortega
Notary Public in and for the State of TEXAS

Andrea Ortega
[Print or type Notary Public name]

My Commission Expires: May 22, 2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: CB&I Storage Tank Solutions LLC
State of Incorporation: Delaware
Mailing Address: 915 N. Eldridge Parkway, Houston, TX 77079

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *
  (Please see attached Certificate of Registration)

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Adam Houck, Business Development Manager
[Typed Name and Title of Authorized Representative]

Adam Houck
[Signature of Authorized Representative]

July 20, 2023
[Typed Date]

END OF DOCUMENT

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

CB&I Storage Tank Solutions LLC

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-20716

Expiration Date
3/31/2024

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

(Please see attached Certificate of Resolution and Authority dated 20, July, 2023)

[Name of Corporation / Contractor]

meeting on this_____day of_____, 20____, that_____,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

20th day of, JULY, 2023

Secretary/Assistant Secretary

[Seal]

END OF DOCUMENT

(Please see attached Certificate of Resolution)

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

Adam Houck
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

(Please refer to Certificate of Resolution and Authority dated 20 July, 2023), meeting
name of corporation

on the day of _____, 20__, that Adam Houck, _____,

_____, and _____, be, and hereby is,

authorized to act on behalf of CB&I Storage Tank Solutions LLC, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this 20 day of July, 2023

Secretary

(seal)

Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

THE COUNTY OF Hamis

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Adam Houck [Affiant], Affiant,

who being by me duly sworn on his oath stated that he is Business Development Manager [Title], of

the CB&I Storage Tank Solutions LLC [Contractor], Contractor, that he is authorized to represent Contractor

pursuant to provisions of a resolution adopted on this 20 day of July, 2023. A duly certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project in accordance with sound construction practice and all laws of the State of Texas.

Adam Houck
[Affiant]

SWORN AND SUBSCRIBED before me on this 20 day of July, 2023.

ANDREA CAROLINA ORTEGA QUINTERO
Notary ID #132023629
My Commission Expires
May 22, 2027

Andrea Ortega
Notary Public in and for the State of TEXAS

Andrea Ortega
[Print or Type Notary Public Name]

[Seal]

My Commission Expires: May 22, 2027
[Expiration Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

CB&I Storage Tank Solutions LLC
[Typed Name of Company:]

Adam Houck, Business Development Manager
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

July 20, 2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK 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
Interest Statement	✓ AH
Company submitting proposal for the Elevated Storage Tank Qualification General Questionnaire	✓ AH
*Project Requirements Acknowledgment	✓ AH
Litigation Disclosure	✓ AH
Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	✓ AH
*Insurance Requirement Acknowledgment	✓ AH
Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Vendor Questionnaire)	AH
Submittal Checklist	✓ AH
*House Bill 89 Verification	✓ AH
*Formal Proposal for the One Million Gallon Elevated Storage Tank	✓ AH
1 Original* and 2 Copies of Submittal	✓ AH

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

MCDERMOTT CB&I STORAGE SOLUTIONS

Drew Rockafellow

Project Manager/Construction Supervisor

Education and Training

University of Wisconsin Platteville — Platteville, WI — Graduated May 2009
Bachelor of Science in Civil Engineering-ABET Accredited — *GPA 3.43/4.0*
(Emphases in Structural, Construction, and Transportation Engineering)

Morrison Institute of Technology — Morrison, IL — Graduated: May 2005
Associate Degree of Applied Science in Engineering Technology — *GPA 3.99/4.0*
(Emphases in Construction Technology and Surveying)

Language

English

Professional Memberships/ Registration

Order of the Engineer

EIT(Engineer in Training)

Work Experience

CB&I (June 2009 – Present)
Project Manager (December 2010 – Present)
- *Supervise erection, paint, and subcontract crews on assigned projects*
- *Evaluate, and Coordinate subcontractors on assigned projects*
- *Research and develop methods to improve general construction*
- *Organize and schedule deliveries of supplies to assigned projects*

Recent Projects

Georgetown, TX – 2.0 MG CET	*Complete*
West Fargo, ND– 1.5 MG CET	*Complete*
Fremont, NE -1.2 MG Egg Shaped Digester	*In Progress*
Westminster, CO – 3.0 MG CET	*In Progress*
Dubuque, IA – 1,25 MG CET	*In Progress*

Composite Elevated Tank (CET) Construction Supervisor (December 2010 – Present)
- *Supervise CET concrete crews and CB&I tank hoisting crew*
- *Evaluate, and Coordinate subcontractors for CETs*
- *Evaluate concrete vendor quality and mix designs for use on CETs*
- *Research and develop methods to improve CET construction*
- *Organize and schedule deliveries of supplies to CET jobs*

CB&I Engineering Training Program
Nuclear Quality Assurance — August 2010 – November 2010
- *Quality control of nuclear documents and procedures*

Elevated Tank Field Construction — January 2010 – July 2010
- *CET (Composite Elevate Tank) Concrete crew*
- *CET – Tank hoisting crew*
- *Elevated Tank Paint crew*

Flat bottom Tank Engineering — June 2009 – December 2009
Designed and drafted flat bottom tanks, floating roofs, and fire suppression systems

Previous Work Experience

Rockafellow Construction, Inc. (1998 – 2009 Summers/Weekends)
Constructed and remodeled residential and commercial buildings
Poured and finished: architectural, colored, stamped, and structural concrete.
Operated light and heavy equipment
Laid out commercial and residential construction sites

MCDERMOTT CB&I STORAGE SOLUTIONS

Kenneth A. Klinicki

Construction Supervisor (Field Paint)

Education and Training	BS Civil & Material Engineering, University of Illinois at Chicago – 2008
Professional Memberships /Registration	NACE Certified Coating Inspector – Level 3 Cert# 59603 State of Illinois Professional Engineer Intern, LIC# 061.034073
Relevant Experience	**CB&I (2008 - Present)**
09/2015-Present	**Construction Supervisor (Field Paint), Plainfield IL** Order paint, abrasive, tools, rentals, & consumables. Direct staff. Report progress. Handle QA documentation. Assignments have included: • 193575 Portsmouth, NH – 600 MG CET • 157233 Weddington, NC - 1.5 MMG CET • 189060 Hopedale, OH – 76' sphere
12/2013-09/2015	**Construction Supervisor (Field Paint), Houston TX** Same as above for gulf state projects. Includes: • 191025 Ingleside Ethylene (11 various size flat bottom tanks & 2 spheres) for CB&I O&G and Occidental in Ingleside, TX, USA • 187760 Nederland (2 – 600,000-barrel Propane Tanks) for Sunoco in Nederland, TX, USA • NH3 Tanks: 183226 in Yazoo City, MS, USA for CF Industries; 185932 in Donaldsonville, LA, USA for CF Industries; 185898 in Waggaman, LA, USA for KBR/Dyno Nobel/Cornerstone Chemical • 185390: LOX, LIN, LAR tanks for Linde at LaPorte, TX, USA • 193935 TES tank for UTMB at Galveston, TX, USA • 160819 Gas Piston for Shintech at Freeport, TX, USA • 194423 ClariCone for BASF at Palmyra, MO, USA • Spheres: 190574 Oxy Midstream (2 @ 76' dia) for Occidental in Corpus Christi, TX, USA 177950 Medford (2 @ 77' dia) for Phillips 66 in Medford, OK, USA 186618 Galena Park (2 – 62' dia) for Kinder Morgan in Houston, TX, USA
08/2012-12/2013	**Construction Supervisor (Field Paint), BOSTCO - LaPorte TX** Same as above, but on site for a 56-tank project. Customer was Kinder Morgan. Included various size flat bottom tanks with different interior/exterior systems. Job# 170651.

MCDERMOTT CB&I STORAGE SOLUTIONS

Kenneth A. Klinicki

Construction Supervisor (Field Paint)

07/2011-08/2012	**Construction Supervisor (Field Erection), Plainfield IL** Lift Plans. Supervision of derrick installation & removal. Supervise major crane lifts. Subcontract and coordinate outside crane lifts & NDE Examination. Order rigging/tools/equipment/weld wire/PPE/ Consumables. Record & distribute deliverable documents & QA reports. Assignments have included: • 165736 Colgate, MD • 178444 Moreau, NY • 180505 Mt Vernon, IL • 173218 Saginaw, MI • 172772 Fort Gordon, GA
02/2011-07/2011	**CCT: Engineer in Training, Plainfield IL** • Structural analysis and detailing proprietary tools such as painter's picks and rolling scaffolding. • Load test tools and equipment, record & distribute results. • Calculate weight & C of G for complex assemblies. Make lift plan & assembly drawings.
08/2010-02/2011	**MCC/Completion Coordinator, Golden Pass LNG – Sabine Pass, TX** • Mechanical Completion Schedule & Walk down coordination • Energization Notices, including P&ID & Battery limit drawings • Assembly of MCP, Turnover Packages, and Operations Manual for contractors and customer.
02/2009-08/2011	**LNG Tank Field Engineer, Golden Pass LNG – Sabine Pass, TX** • Assess and repair damages caused by hurricane Ike. -Jack flooded tanks to replace bottoms (6 million pounds lifted!) -Survey, clean, inspect & store (or dispose) effected materials -Write repair or reinstallation procedures. -Handle removal, inspection and replacement of bottom & insulation. -Assemble schedule, record progress & manage QA records of repair work. • Survey & locate tank penetrations, piping & instrumentation. Assist with installation & proof testing. • Supervise assembly and installation of Pump tubes & standpipes. • Hydro & pneumatic testing including survey of foundation settlement of completed tanks.
06/2008-02/2009	**Subcontracts Administrator, Tyler TX** • Interface with subcontractors. Provide scope of work. Obtain & maintain prequalification records. Negotiate terms & pricing. • Assemble bid tabs. Present to PM/budget owner for selection. • Collect deliverables. Input Change Orders. Audit performance. Present findings to business unit manager.

Scott R. Soles

HSES Manager

Education and Training	Miller Fall Prevention and Protection Rescue Training Nov 16,2012 Atmospheric Sampling Technician Training – May 2016 OSHA 10-hour Card – March 2007, June 2010 OSHA 30-hour Card – March 2016, March 2019 OSHA 500 Class, University of California San Diego – March 2012 OSHA 510 Class, University of California San Diego – January 2012 OSHA 511 Class, University of San Diego January 2012 SIPP Training - June,2010 AP1,1A - Accident Prevention, Tyler, TX – March 2007 OSHA #2264 Permit-Required Confined Space Entry October 2019
Current Certifications	SIPP Trainer Manlift, Scissor Lift, Boom Type Aerial Work Platform Operator-Trainer Scaffold Competent Person Trainer Confined Space Entry Supervisor, Attendant and Entrant Trained Confined Space Entry Supervisor, Attendant and Entrant Trainer First Aid, CPR Certified Three Rivers Contractor Safety Orientation Lyondell Bassell Three Rivers Safety Council Fall Protection- Train the Trainer Mobile Crane – Train the Trainer Basic Rigging – Train the Trainer TWIC- current New Hire Orientation HSE Training Program-Training Manager
Relevant Experience Oct 16-Present **Oct 09 – Oct 16**	**Expanded and Combined District Safety Manager CB&I/McDermott Role** • Western, Central and Northeast Districts responsibilities assumed Oct. 2016. The oversight and implementation of training as a training manager, OSHA compliance through internal auditing and assessments, state permitting in respect to SPCC plans state permit issuance compliance, 1 manufacturing facility 80 employees 2 shifts, 1 warehousing facility 25 employees, 1 fixed office facility with 250 employees, field employees-150 and sub-contractor oversight. **District Safety Manager** **CB&I Inc. Projects** • (1) 260' Dia. x 65' OTT w/Type 6 and (1) 44' Dia. x 49'-7" both with Aluminum Domes – Phillips 66 – Carson, CA • (3) 1.5 MMG Egg Shaped Digesters – Irvine Ranch Water District

/ Michelson Water Recycling Plant – Irvine, CA
- 8,000 TH TES Tank – Chaffey College Community – Rancho Cucamonga, CA
- (1) 110' Dia. x 48' CS CRT w/IFRT – Phillips 66 – No. Salt Lake City, UT
- 1000 MG x 109' TCL Hydropillar – Post Falls, ID
- 2.04 MMG Water Standpipe – Hazard Const., San Diego, CA
- Two Product Tanks – Sinclair, Oil - Sinclair, WY
- 750,000 Gallon LIN Storage Tank – Linde, Hillsboro, OR
- Multiple Tanks – Caljet Inc. – Phoenix, AZ
- Chamber Assembly – Space Local Systems - Palo Alto, CA
- 3150 M3 Cryo LIN Storage Tank – Air Products, Chandler, AZ
- 0.2 MMG Water Tank – CA Water Service, Porterville, CA
- 8,000 TH TES Tank – San Bernardino College, CA
- 1.0 MMG Water Tank – CA Water Service, Woodside, CA
- Several Tank Projects – Cal Jet, Phoenix, AZ
- 65'-0" x 250 psi & 42'-6" x 30 psi spheres - Plains All American - Shafter, CA
- Oxy Hills Commissioning RFSU (1) 200 MMSCFD Gas & Fractionation Plant – Occidental - Elk Hills, CA
- 2 Propane Spheres – Inergy, Tupman, CA
- Coronado Power Plant – SRP, St. John's, AZ

Sept 09 – Oct 09

Safety Manager
CB&I Inc. Projects

Dow Chemical – Midland, MI Open top rain water retaining tank

Mar 2008 – Sept 09

Safety Manager
CB&I Inc. Projects
Vitol Terminals – Multi Tank Project
Cape Canaveral, FL

Responsible for enforcing the safe work practices on job sites for CB&I. Completes HSSE Assessments. Encourage safe working environment for employees by involvement in the behavior-based safety observation ICARE/L.I. process.

Able to work closely with construction supervision to ensure the job is completed safely and within allotted schedule. On Multiple Tank project, achieving 50 thousand plus man hours without OSHA recordable injury.

8 years OSHA Recordable injury free combined within manufacturing/warehousing/ field erection/field painting Western District.

Sep 2000 – Feb 2008	**Field Paint Foreman** Worked directly with Project Managers and Paint Superintendents within the allotted schedule and completion of numerous complex projects including Water Tanks, Fuel Storage and Thermal Energy Storage tanks. Supervised a Field Painting Crew without an OSHA recordable injury for 8 years. Successfully completed Federal OSHA Site inspection without any citations issued.
Apr 1997 – Sep 2000	**Trusco – Field Painter** Trained in sandblasting and painting of water tanks.

Jim Bohinski

Director of Operation

Qualification Highlights and Key Achievements and Experiences	Jim Bohinski has more than 40 years of industry experience with CB&I. This experience includes a wide variety of assignments as operations manager, construction manager, project manager, construction supervisor, and project engineer for refinery turnarounds, flat bottom tanks, Nuclear power plant repairs and modifications, LNG peak shaving plants, NASA transonic wind tunnel, cryogenic tanks and ocean drilling platform design and construction.
Education and Training	BS Civil Engineering, Penn State University – 1980 Supervisors Incident Prevention Program, Mobile Crane Training, Rigging Training, Industrial Safety Seminars, API 653 Certification UOP Refinery Process Training, Dimensional Management Training II Leadership through People skills , Scheduling and Planning Training, Microsoft Project
Relevant Experience	CB&I Inc. – 1997 to 1999 & 2004 to present PDM Inc. – 1999 to 2000 CBI Services – 1980 to 1997 **2016 to Present – Director of Operation Plainfield** Responsible for managing Standard Projects Operations that is managed from Plainfield IL Office. **2004 – 2016 – Operations Manager** **CB&I Inc., Western Operations** Responsible for managing both Municipal Water and Industrial type projects throughout the west. Typical work scope are field erected, flat bottom tanks, pressure vessels and painting. The work can include large subcontracts as well. Some reference assignments: • (1) 260' Dia. x 65' OTT w/Type 6 and (1) 44' Dia. x 49'-7" both with Aluminum Domes – Phillips 66 – Carson, CA • (3) 1.5 MMG Egg Shaped Digesters – Irvine Ranch Water District / Michelson Water Recycling Plant – Irvine, CA • 8,000 TH TES Tank – Chaffey College Community – Rancho Cucamonga, CA • (1) 110' Dia x 48' CS CRT w/IFRT – Phillips 66 – No. Salt Lake City, UT • Two (2) Product Tanks – Sinclair Oil, WY • Chamber Assembly – Space Systems Loral – Palo Alto, CA • 65'-0" x 250 psi & 42'-6" x 30 psi spheres – Plains All American in Shafter, CA • Miscellaneous Tanks - Tanks 21, 25, 26 & 29, 30, 101 and Four (4) 122' x 56' One 30' x 56' - Caljet – Phoenix, AZ

- 3150 M3 Cryo LIN Storage Tank – Air Products, Chandler, AZ
- (1) Oxy Hills Commissioning RFSU (1) 200 MMSCFD Gas & Franctionation Plant – Occidental - Elk Hills, CA
- Psig Propane Sphere – Inergy, Tupman, CA
- 2 Absorber Vessels - SRP, St. John, AZ
- 76' dia. sphere - BP/Jacobs, Carson, CA
- 150' x 64' T5FRT w/Geodesic DR (Tank 943) Chevron–El Segundo, CA
- 150' x 64' T5FRT w/Geodesic DR (Tank 302) Chevron–El Segundo, CA
- 76' dia. sphere - BP/Jacobs, Carson, CA
- 1500 ST LIN Tank – Linde Process Plants, City of Industry
- 39' dia. x 292 PSIG sphere – Gardner Zemke, Durango, CO
- Various Municipal Water Reservoirs from 1 MMG to 12 MMG

2000 to 2004

2000 to 2004: Construction Manager
CB&I Constructors Inc., Western Industrial Operations

Managed $25 to $35 million worth per year of industrial type construction consisting of oil refinery, power plant turnarounds, and maintenance along with refinery capital improvement projects, surge spheres and egg shape digesters for wastewater customers.

- Reviewed estimates for construction in bidding stage
- Managed assigned contracts once a project is sold including manning the project.

Reference Assignments:

- 92-6' dia. sphere - Equilon Refinery, Wilmington, CA
- 69' dia. sphere – Chevron, El Segundo
- 7 miscellaneous tanks/stack/breaching – Power Plant Shaw Construction Maricopa, AZ
- 2 – 69' dia. sphere – Chevron, Richmond
- 4 Misc Storage Tanks – Power Plant – Parsons/TIC, Chehalis, WA
- Chevron Tank Maintenance – Richmond & El Segundo, CA
- 65' dia. sphere , Exxon/Mobile , Torrance, CA – Jacobs Engineering
- Tank Maintenance, Alstrom Power, Kapolei, HI
- LR-40 Liquid Nitrogen Tank - Praxair, Kirtland, NM
- Coke Drum Unheading Modification, Shell Oil, Wilmington, CA
- Misc. Tanks – Caljet Terminal, Phoenix, AZ
- Asphalt Terminal – Staker Parson, Ogden, UT

1999 to 2000

1999 to 2000: Western District Operations Manager
PDM Inc., Western District

- Determined manpower and schedule needs for the western district of both PDM Engineered Construction and PDM Water division.
- Focal point for coordinating all construction manpower needs.

Project Manager

- Responsible for overall project(s) and primary contact with customers for contract execution.
- Responsible for the coordination of activities between the customer and PDM Engineering, Drafting, Sales Departments, Fabricating Plants and field foremen to ensure that the project is designed, fabricated and erected per contract specifications.

Reference Assignment:

- DIB Tower – Tosco (now ConocoPhillips, Wilmington, CA)

6/89 to 8/97

6/89 to 8/97: Project Manager
CBI Services Northeast Operation
Responsible for a wide variety of jobs with multiple crafts & different types of subcontractors. The individual contract value ranged up to $28 million dollars in value.

7/88 to 6/89

7/88 to 6/89: CBI Embedded Constructability Consultant
Syracuse, NY

- Point of contact for Niagara Mohawk Power Engineering Office
- Reviewed all engineering Nine Mile Nuclear plant MODS for constructability prior to sending to the plant.

5/84 to 7/88

5/84 to 7/88: Lead Project Engineer
Peach Bottom Atomic Power Station, Peach Bottom, Pennsylvania

- Responsible for cost control, change order management, job progression and estimating change orders.
- Project value was approx. $57 million dollars with 900,000 field & supervision man-hours (two shifts), utilizing 500 men at peak.

6/83 to 5/84

Design/Fabrication Engineer
CBI Pascagoula, MS Marine Yard

4/82 to 5/83

4/82 to 5/83: Project Engineer
Nuclear Power Plant Torus Modification Project, Oyster Creek, NJ

8/80 to 4/82

8/80 to 4/82: Chicago Bridge & Iron-Corporate Engineering Training Program

- Shop Engineer
- Field Engineer
- Design Engineer

References

3.0MG CET Macon, GA

Hofstadter & Associates, Inc.	
Name	John Fry
Address	4571 Arkwright Road
Address	Macon, GA 31210
Address	
Phone	478-757-1169
Fax	478-471-1646
Cell Phone	
Email	john@hofstadter.com

2.0MG CET – Georgetown, TX

City of Georgetown	
Name	Chris Poussom
Address	
Address	
Address	Georgetown, TX
Phone	512-930-8162
Fax	512-930-3559
Cell Phone	512-818-3917
Email	chris.pousson@georgetown.org

2.0MG CET Midland, TX

Enprotec / Hibbs & Todd	
Name	Joe Mangrem
Address	402 Cedar St
Address	Abilene, TX 79601
Address	
Phone	325-698-5560
Fax	325-690-3240
Cell Phone	432-940-6257
Email	joe.mangrem@e-ht.com

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: July 20, 2023

Company/Vendor Name: CB&I Storage Tank Solutions LLC

Printed Name and Title: Adam Houck

Authorized Signatory: Adam Houck

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: CB&I Storage Tank Solutions LLC

Address and Zip Code: 915 N. Eldridge Parkway, Houston, TX 77079

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No X (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No X (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Adam Houck, Business Development Manager
(Name and Title of Signer – please type)

Adam Houck
Signature

July 20, 2023
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: CB&I Storage Tank Solutions LLC PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes ___X___ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes ___X___ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No Not Required ___X___

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes ___X___ No

Adam Houck, Business Development Manager

NAME AND TITLE OF SIGNER (Please type):

Adam Houck

SIGNATURE

July 20, 2023

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Adam Houck

Name of Contractor's Authorized Official: Adam Houck

Title of Contractor's Authorized Official: Business Development Manager

Date: July 20, 2023

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Adam Houck	Business Development Manager
NAME	TITLE
Adam Houck	July 20 2023
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Adam Houck, being the first duly sworn, deposes and says that:

1. He/she is Business Development Manager (Owner, partner, etc.) of CB&I Storage Tank Solutions LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: July 20, 2023
Adam Houck

Title: Business Development Manager Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

NOTARY PUBLIC STATE OF TEXAS
ANDREA CAROLINA ORTEGA QUINTERO
Notary ID #132023629
My Commission Expires
May 22, 2027

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

RESPONSE DEADLINE: July 20, 2023 at 3:00 pm

Report Generated: Friday, August 18, 2023

Landmark Structures I, L.P. Proposal

CONTACT INFORMATION

Company:
Landmark Structures I, L.P.

Email:
estimating@teamlandmark.com

Contact:
Team Landmark

Address:
1665 Harmon Road
Fort Worth, TX 76177

Phone:
(817) 439-8888

Website:
teamlandmark.com

Submission Date:
Jul 20, 2023 2:12 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #2
Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #3
Confirmed Jul 20, 2023 10:57 AM by Team Landmark

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

TX_0962_Edinburg_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

TX_0962_Edinburg_-_Certificate_of_Insurance_(Submit_with_Bid).pdf

4. Please attach any additional information for this project.

No response submitted

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

TX_0962_Edinburg_-_Conflict_of_Interest_Disclosure_Form-PDF.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

TX_0962_Edinburg_-_QUALIFICATIONS_GENERAL_QUESTIONNAIRE-PDF.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

TX_0962_Edinburg_-_LITIGATION_DISCLOSURE_FORM-PDF.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

TX_0962_Edinburg_-_HOUSE_BILL_89_VERIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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...

TX_0962_Edinburg_-_SENATE_BILL_13_VERIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

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...

TX_0962_Edinburg_-_SENATE_BILL_19_VERIFICATION-PDF.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

TX_0962_Edinburg_-_CONFLICT_OF_INTEREST_QUESTIONNAIRE(CIQ)-PDF.pdf

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

- Insurance_Requirement_Ackno...

TX_0962_Edinburg_-_Insurance_Requirement_Acknowledgement-PDF.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*
Pass

- Project Requirements Acknow...

TX_0962_Edinburg_-_Project_Requirements_Acknowledgement_Form-PDF.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*
Pass

- Contractor Notice of Intent...

TX_0962_Edinburg_-_CONTRACTOR_NOTICE_OF_INTENT_TO_RESPOND-PDF.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Pass

Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

TX_0962_Edinburg_-_BID_BOND-PDF.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

TX_0962_Edinburg_Statement_Of_Qualifications-r.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Pass

Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

TX_0962_Edinburg_-_CERTIFICATE_OF_BIDDER'S_EXPERIENCE_AND_QUALIFICATIONS-PDF.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

TX_0962_Edinburg_-_Equipment_and_Material_Suppliers_List-PDF.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

TX_0962_Edinburg_-_NON-BRIBARY_MODEL_FORM-PDF.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

Performance_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

Payment_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

TX_0962_Edinburg_-_AFFIDAVIT_OF_INSURANCE-PDF.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

TX_0962_Edinburg_-_FORM_OF_BUSINESS-PDF.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*
Pass

- Resolution of Corporation.pdf

TX_0962_Edinburg_-_RESOLUTION_OF_CORPORATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*
Pass

- Contracts Resolution on Aut...

TX_0962_Edinburg_-_CONTRACTOR'S_RESOLUTION_ON_AUTHORIZED_REPRESENTATIVE_(ED-104)-PDF.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*
Pass

- Contractors Act of Assuranc...

TX_0962_Edinburg_-_CONTRACTOR'S_ACT_OF_ASSURANCE-PDF.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

TX_0962_Edinburg_-_CERTIFICATION_REGARDING_DEPARMENT-PDF.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*
Pass

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

TX_0962_Edinburg_-_REFERENCE_FROM_OWNER_FOR_PAST_PERFORMANCE_RESPONSE_ITEMS_#1-7.pdf

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*
Pass

- Submittal Checklist.pdf

TX_0962_Edinburg_-_SUBMITTAL_CHECKLIST-PDF.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*
Pass

TX_0962_Edinburg_-_Resumes_of_Team_and_Subcontractors.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*
Pass

TX_0962_Edinburg_-_Three_Positive_Reference_Letters_-_PDF.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

TX_0962_Edinburg_-_SYSTEM_FOR_AWARD_MANAGEMENT-PDF.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

TX_0962_Edinburg_-_AFFIDAVIT_RE_CONFLICT_OF_INTEREST_DISCLOSURE-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

TX_0962_Edinburg_-_CERTIFICATION_OF_BIDDER_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

TX_0962_Edinburg_-_CLEAN_AIR_AND_WATER_CERTIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

TX_0962_Edinburg_-_CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES-PDF.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

TX_0962_Edinburg_-_NON-COLLUSION_AFFIDAVIT_OF_PRIME_BIDDER-SUBCONTRACTOR-PDF.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$3,987,000.00	$3,987,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$450,000.00	$450,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16” water line along the west of Bus. 281 from the City’s existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16” PVC pipeline.	1	LS	$300,000.00	$300,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$50,000.00	$50,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$215,000.00	$215,000.00
TOTAL					$5,002,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					$35,000.00

LANDMARK
Elevating Expectations



Request for Proposal 2023-008
Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Prepared for: City of Edinburg

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  - i. Letter of Recommendation
  - ii. OSHA Logs
  - iii. EMR Whitepaper
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- a. Landmark Current Experience List

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E-1 Reference List

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F-1 Schedule

Appendix

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RE: 4.2. SUBMITTAL, 1) Cover Letter - A brief introductory letter of representation.

2) Executive Summary - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.

Landmark has provided our Cover Letter and Executive Summary following this.

July 20, 2023

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Landmark Structures I, LP
1665 Harmon Rd Fort Worth, Texas 76177
817-439-8888
www.teamlandmark.com

Landmark is pleased to provide the following proposal for the elevated storage tank and related work for the following project:

Project Name: BUSINESS 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Request for Proposal: #2023-008

Owner: City of Edinburg

Understanding of the Project

Landmark has thoroughly reviewed all Addenda, the Contract Documents as prepared by the City of Edinburg and Melden & Hunt, Inc., and the Geotechnical Engineering Report as prepared by Raba Kistner, Inc.

Landmark will perform or oversee the following items of work to complete the project in accordance with the Composite Elevated Water Storage Tank section and the Contract Documents:

- Design/Detail
- Sitework and foundation
- Pedestal
- Steel Tank (at grade)
- Coatings (at grade)
- Tank Hoist/Roof
- Roof Coatings
- Licensed Electrical Subcontractor
- Mechanical and related process piping
- Commission Tank

With over 50 ongoing projects across the United States and the most crews dedicated to the construction of CETs in the industry, we have the necessary flexibility to prevent any ongoing project from affecting our capability to perform the work.

Please refer to ***Section 1*** of our proposal to view Landmark's Understanding of the Project.

Firms Qualifications, Personnel and Staffing

Landmark is an engineering and contracting company specializing in water storage tank design and construction. Landmark Structures, I, LP was founded in 1985 and is the originator of the Composite Elevated Tank (CET). Since 1985, Landmark has constructed **over 1000 CETs,** which is more than all other contractors combined.

Our expertise in this type of construction led to the company passing the industry's established giants to become the market leader in high-capacity elevated storage construction throughout North America. Our tank experience includes projects of **4 million gallons in capacity** and **heights exceeding 250 ft** with a combined total of **over 1.2 billion gallons** of potable water storage.

Landmark has built **over 250** 1.0 MG Composite Elevated Tanks, - **2.5x more** than the second most experienced Composite Elevated Tank contractor.

Please refer to ***Section 2 a) and b)*** to view our extensive experience designing, engineering and construction Composite Elevated Tanks.

COMMITMENT TO SAFETY

Landmark advocates a strong accident prevention program because it prevents human suffering, damage to property and harm to the environment. The safety of Landmark employees, city employees and the employees of our subcontractors is of utmost importance. As the inventor of the CET, we've advanced the industry in the safe construction of water storage, including the conical design of the CET roof, coating steel tanks at ground level and the use of segmented/circular stairways in lieu of straight-run interior ladders.

TEAM CAPABILITIES

Landmark's construction teams are the most qualified teams where the tenure of members with direct related experience is unmatched in the elevated tank industry. With both office and fabrication facilities being in Texas, our proximity to the City of Edinburg will benefit the project through reduced lead times, reduced shipping costs, and increased responsiveness.

Landmark's engineering team's knowledge, qualifications, and leadership in the design and construction of AWWA tanks is by far the most extensive in the water storage industry. On the engineering team, both Rolf Pawski, P.E. and John Grendzinski, P.E. are contributing authors to the AWWA CET standard and actively participate in the AWWA D107 Committee for ongoing product improvement.

Michael Pope, the Project Manager, has over 20 years of project management experience, and in his 4 years working with Landmark, has successfully managed over 30 Composite Elevated Tank projects.

Matt Goldsmith, Coatings General Manager and site superintendent, is an American Welding Society CWI/CWE and an API 653 inspector, in addition to his certification as a Certified Coatings Inspector III.

Nathan Lange and Tony Latham, Sr. Steel Managers, are American Welding Society Certified Welding Inspectors.

Together as a team, Matt Goldsmith, Nathan Lange, and Michael Kuehn have a combined experience of 60+ years in the elevated tank industry.

Michael Faubel, Director of Technical Services and Quality, holds certifications with American Society for Quality (Certified Quality Auditor), National Ready Mixed Concrete Assoc. (Certified Concrete Technologist IV), and Assoc. Materials Protection and Performance (Certified Coatings Inspector III). He currently sits on AWWA D102 and is current chair of American Concrete Institute 371 (Elevated

Tanks with Concrete Pedestals) and ACI 305 (Specification on Hot Weather Concreting). In addition, Michael has been selected by industry colleagues to serve on several task groups for ASTM C09 (Standards and Methods regarding concrete and aggregate).

Please refer to ***Section 2*** to view our key personnel's extensive ongoing and previous experience working in the elevated tank industry.

QUALITY OF SERVICE

Landmark holds every project to high standards and prioritizes quality in every practice whether it's our products, our people, or our processes. In addition to a focus on quality, to ensure every project goes smoothly, we prioritize every member of our team being trained and certified in every necessary discipline.

Please refer to ***Section 2*** of our proposal to view our Firms Qualifications, Personnel and Staffing information. In this section we expand on our qualifications, current safety performance, project references, training and quality policies, and evidence of past performance.

Proposal Pricing

Please refer to ***Section 3*** of our Proposal to view pricing for the BUSINESS 281 One (1) Million Gallon Composite Elevated Water Storage Tank project.

Contractor Background Information

Please refer to ***Section 4*** of our Proposal, to view our detailed services and capabilities, several similar completed projects and a preliminary organization chart highlighting the structure of the project management team.

References

Showcased within *Section 2,* and within uploaded reference letters alongside past performance evaluations, Landmark strives to exceed expectations and deliver the highest quality, CET product in the industry.

Please refer to ***Section 5*** of our proposal to view project references from similar projects with contact information.

Schedule

The Landmark project management team will execute your project efficiently. To support the number of working days, we've included a preliminary schedule to outline a realistic timeline for the completion of the BUSINESS 281 One (1) Million Gallon Composite Elevated Water Storage Tank in ***Section 6*** of our proposal. We have allocated resources and materials to easily meet the timeline for this project.

Degree of Compliance

Landmark takes no exception to the specification.

No Terminated Contracts

Landmark has never had a contract terminated or been dismissed due to alleged unsatisfactory performance.

Availability

Landmark has reviewed the project and specifications, and confirms we have the available crews, equipment, and availability to meet and exceed the project expectations.

Landmark certifies the accuracy of all information in our bid.

Thank you for the opportunity to bid your project. We appreciate your consideration of the enclosed materials and look forward to providing the highest quality water storage tank that the industry can produce.

LANDMARK STRUCTURES I, LP.

Respectfully,

Christopher Lamon
CEO of Landmark Structures Management LLC
Direct: 817.307.7796

DEGREE OF COMPLIANCE

RE: 4.2 SUBMITTAL, 3) Degree of Compliance - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

Landmark has provided our Degree of Compliance following this.

DEGREE OF COMPLIANCE

All products and services quoted within this proposal are in full accord with the specifications and Landmark Structures does not take any exception to the specification.

RE: 4.3 CONTENTS, 1) UNDERSTANDING OF THE PROJECT

Section 1: Table of Contents

A-1 Project Understanding

RE: *4.3 CONTENTS 1) UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns.*

Landmark has reviewed the project specifications, preliminary drawings provided by Melden & Hunt, Inc., and geotechnical data provided by Raba Kistner, Inc. Landmark confirms we understand the technical elements required for the successful completion of this project.

Landmark has outlined below, general tasks involved in the supply and install of the Composite Elevated Tank (CET) in accordance with this proposal, the preliminary drawings, and geotechnical data.

Landmark self-performs the majority of its work and employs specific processes to achieve a high standard of quality on every job. This begins with a collaborative approach to project management and extends to the details of delivering architectural quality concrete pedestals and specialty coatings application.

The following is a summary of the phases of construction of a CET:

• Based on geotechnical results, Landmark designs CET utilizing our internal engineering group. While site preparation and excavation are often subcontracted to local crews with the required equipment, Landmark provides its own specialized crew for the foundation construction.

• The pedestal is constructed in lifts that are approximately 7 feet in height. Using vertical bulkheads placed inside the wall forms, concrete is poured into two adjacent segments, the vertical bulkhead between them is removed, and the concrete is vibrated for consistent surface quality. This process continues on a daily form strip, form set, and concrete placement cycle, until the pedestal wall is finished. Forms are then positioned for the pouring of the concrete dome, which completes the pedestal and provides a strong structural base for the tank.

• Landmark erects and coats the steel tank at grade rather than building and coating it on top of the pedestal for increased safety and quality control, Landmark erects and applies coatings to the steel tank at grade.

• Following coatings, the tank is hoisted with a system of hydraulic jacks and cables. We secure the tank in place by pouring a reinforced concrete ring beam and welding the steel floor plate in place.

• The roof panels are then hoisted and welded in place, prior to the application of interior tank coatings, and then application of exterior roof coatings. Landmark typically utilizes a subcontractor for electrical work, will self-perform any work involving the installation and completion of mechanical piping, and self-performs any interior finish-out. Exterior site work is typically subcontracted.

• At the final commissioning stage, Landmark technicians test all systems, disinfect the tank, and address all checklist items before turning the tank over to the owner or operating entity.

PROJECT PARAMETERS

Capacity	1,000,000, gallons	**Max. Head Range**	40’
HWL Elevation	219.00’	**Design & Load Basis**	AWWA D107

POTENTIAL ISSUES AND SOLUTIONS

Key issues that might affect the project schedule include material procurement, weather conditions, manpower and equipment availability.

If any of these key issues arise, Landmark will address them proactively.

MATERIAL PROCUREMENT

Landmark has streamlined our supply chain to ensure resources are available, including the procurement of materials in advance (such as steel plates, overhead doors and stainless steel), and inventorying critical components to ensure that the impact of supply chain challenges are minimized.

The procurement of materials in advance allows Landmark to avoid volatility in the pricing of material and reducing impact of inflation. The City of Edinburg will benefit from this corporate policy through reduced project duration (meeting schedule), less impact due to inflation (lower costs), and materials at your project site on time (reduced impact due to supply chain issues).

WEATHER CONDITIONS

Landmark pro-actively plans our construction activities and will adjust scheduling to take advantage of good weather through weekly schedule revisions. When weather conditions do not permit for outdoor construction productivity, Landmark will prioritize other activities less severely impacted by weather to minimize schedule impact.

MANPOWER AND EQUIPMENT AVAILABILITY

Landmark employs the largest number of CET-dedicated crews in the elevated tank industry. This allows for rapid crew mobilization on new projects and the flexibility to adjust schedules as needed to meet customer expectations.

Landmark has developed processes and equipment, such as concrete forming systems, specialized cranes, and tank hoist systems that increase the efficiency of CET construction. Landmark owns, designs, and fabricates this equipment and stocks more than any other CET manufacturer. This allows for flexibility for any required schedule adjustments.

RE: 4.3 CONTENTS, 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications)

Section 2: Table of Contents

B-1 Statement of Bidder's Qualifications Form
- a. Landmark's Safety Record
  - i. Letter of Recommendation
  - ii. OSHA Logs
  - iii. EMR Whitepaper
- b. Subcontractor Safety Record (Over 10% of Contract)

B-2 Schedule A
B-3 Schedule B
B-4 Schedule C
- a. Statement regarding Resumes for Key Individuals and Key Leaders

a) Qualifications

B-5 Firm's Qualifications
- a. Landmark Personnel Resumes
- b. Subcontractor Personnel Resumes

b) Experience

B-6 Number of Years of Experience
B-7 Project References – Last 5 Years
B-8 Previous Projects – Last 10 Projects
B-9 Experience List – Edinburg and Large Municipalities
B-10 Key Personnel Experience

c) Previous Project Performance

B-11 Experience List – Past 5 Years
B-12 Evidence of Performance
- a. Attachments

B-13 Recent and Similar Performance References

d) Quality of Service

B-14 Availability Statement
B-15 Policies, Procedures, and Plans to Ensure Quality Services
- a. Quality Control/Quality Assurance SOPs

B-16 Statement of No Terminated Contracts

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	**Landmark Structures I, LP**		
Corporate Office			
Name:	**Christopher Lamon**	Phone number:	**817.439.8888**
Title:	**CEO of Landmark Structures Management LLC**	Email address:	**estimating@teamlandmark.com**
Business address of corporate office:	**1665 Harmon Road** **Fort Worth, Texas 76177**		
Local Office			
Name:	**Christopher Lamon**	Phone number:	**817.439.8888**
Title:	**CEO of Landmark Structures Management LLC**	Email address:	**estimating@teamlandmark.com**
Business address of local office:	**1665 Harmon Road** **Fort Worth, Texas 76177**		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☑ Partnership ☐ Corporation **a Limited**		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. **General Partner: Landmark Structures Management LLC**		
	2. **Limited Partner: Icon Borrower LP**		
	3.		
Provide a separate Qualification Statement for each Joint Venturer. **N/A**			
Date Business was formed:	**7/1/2000**	State in which Business was formed:	**Texas**
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: **None**

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Chris Lamon	Title:	President - Landmark Structures Management, Inc.
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	William O. Fields, Jr.	Title:	CFO - Landmark Structures Management LLC, GP
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	N/A	Title:	N/A
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ N/A
Name:	N/A	Title:	N/A

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☑ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Tim Fetters	
Safety Certifications	See Attachments for Information on Safety Performance	
Certification Name	Issuing Agency	Expiration
Certified Safety Professional (CSP)	Board of Certified Safety Professionals	Every 5 Years
Member of American Society of Safety Professionals	ASSP	Annual

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Landmark Structures I, LP	See attached	0	492,298	1.22	1.70	474,989	1.02	1.07	596,946
Foremost Paving, Inc.	0.76	2.06	1,068,000	0.67	1.01	1,185,828	0.88	1.03	1,165,429

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	Fidelity and Deposit Company of Maryland % Zurich, 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

Physical Address (principal place of business):	3910 Keswick Road Baltimore, MD 21211		
Phone (main):	847.605.6000	Phone (claims):	800.654.5155 x 1

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Hartford Underwriters Ins. Co.	General Liability
Hartford Ins. Co. of the Midwest	Auto
Hartford Ins. Co.	Worker's Comp
Traveler's Property Casualty Co. of America The Continental Ins. Co.	Umbrella Excess

Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	Hartford Casualty Insurance Company One Hartford Plaza Hartford, CT 06155		
Physical Address (principal place of business):	Hartford Casualty Insurance Company One Hartford Plaza Hartford, CT 06155		
Phone (main):	860.547.5000	Phone (claims):	800.327.3636

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	273
Estimate of revenue for the current year:	$117 Million
Estimate of revenue for the previous year:	$147 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	38			
As a general contractor:	38	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Landmark Structures I, LP
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: Linda E. Santiago
(typed or printed)

Title: Pre-Construction Coordinator
(typed or printed)

Address for giving notices:
1665 Harmon Road
Fort Worth, Texas 76177

Designated Representative:

Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Address:
1665 Harmon Road
Fort Worth, Texas 76177

Phone: (817) 439-8888

Email: estimating@teamlandmark.com

WRITTEN CONSENT

OF

THE GENERAL PARTNER

OF

LANDMARK STRUCTURES I, LP

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the "General Partner") of Landmark Structures I, LP, a Delaware limited partnership (the "Partnership"), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an "Officer" and together, the "Officers") have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

(a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and

(b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

RE: *Statement of Bidders Qualifications, 4.01 Provide information regarding Business's safety organization and safety performance.*

Statement of Bidders Qualifications, 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years.

LANDMARK'S SAFETY RECORD

Landmark is, and always has been, focused on the safety of our employees, customers, subcontractors, and vendors. Without exception, safety is paramount to all Landmark operations.

As the industry leader in the construction of composite elevated tanks, we have developed robust systems to train and protect our employees, with a focus on continued improvement of safety systems and processes.

To further the efforts of our in-house, credentialed safety team, Landmark also engages the services of independent safety professionals to ensure adherence to all State and Federal statutes.

Our performance in 2022 is representative of Landmark's focus and commitment to our employees, their safety and continuous improvement of workplace safety in the performance of our work.

LANDMARK'S 2022 TRIR

Landmark's TRIR for 2022 is 0.

As part of the continuous improvement of our safety program, Landmark implemented a structured EHS Improvement Plan that includes the following refinements:

Enhanced Field Audit Process

- Peer reviewed audit scoring
- Calculated responses to low and/or failed audit scores to include input from EHS and Operations
- Prioritized auditing based on historical performance
- Additional utilization of team audits and multiple day audits

Landmark Specific Video Training

- Landmark has begun creating video training sessions to address requirements specific to Landmark work. Participants are tested following the training to verify understanding of the content.

Improved Accident Reporting Process

- Landmark has streamlined the accident reporting process to encourage employees to report quickly and accurately. The program relies heavily on the learning that comes from non-injury/near-miss type accidents. Streamlining the process has increased the rate at which supervisors are willing to report near-miss type accidents.

Additional Safety Professional

• Landmark has recently added another safety professional to the Landmark EHS Team. All members of the Landmark EHS Team are credentialed safety professionals or are in the process of obtaining professional credentials.

Please find following a ***letter from our insurance company***, The Hartford, regarding Landmark's Safety Practices.

OSHA REPORTABLE ACCIDENT RATES

Landmark has not recently experienced any reportable accidents.

Landmark's recordable performance is summarized in our ***OSHA logs from the past 3 years*** following the ***letter from our insurance company.***

EXPERIENCE MODIFICATION RATIO

Landmark's 2022 EMR score is currently in dispute and unavailable.

Please find following our ***OSHA logs from the past 3 years,*** a ***white paper detailing the inconsistencies of EMR state to state.***

Landmark has included a reference letter from our insurance company, The Hartford, regarding Landmark's Safety Practices.

Lynn Scourten
The Hartford Financial Services Group, Inc.
Dallas, Texas
W: 469-287-1058
C: 215-760-2272
E: Lynn.Scourten@thehartford.com

February 2022

To Whom It May Concern,

As the insurance provider for Landmark Structures, I have witnessed the lengths that Landmark Structures goes through in order to control and minimize their Workers Compensation injuries. Landmark Structures brings an impressive level of safety management to their projects with a full-time safety professional as well as full time safety inspectors. Our risk engineering team has rated them Above Average and say they are superior in their class. They take a proactive approach in partnering with The Hartford and IBTX to prevent injuries at the job site through analyzing their operations, as well as near miss incidents. Their training requirements are thorough, they have a Supervisor Boot Camp, and behavior-based safety efforts requiring near miss reports from supervisors. This is a first-class safety organization willing to take extra steps to improve field safety.

Landmark Structures preventative approach to injuries, through their risk management and safety, stands out in the industry from other contractors. They have partnered with The Hartford to utilize claims data and analytics to identify trends in their own company, as well as across their peers, to understand where claim trends are heading and takes preventative measures to prevent their occurrence. They use leading indicators of claim activity to identify hazards at the job site and incorporate risk management controls to protect their employees from injury.

In my experience, working with contractors and their insurance programs, it is my opinion that Landmark Structures is a best-in-class contractor. They understand what is needed to operate in a safe and efficient manner. They go beyond their peers in taking action to address and prevent injuries from ever taking place. I would highly recommend Landmark Structures for their quality of operations and ability to prevent injuries at their jobsites.

Lynn Scourten SCLA, CRIS, CIC
Executive Underwriter – Construction
Dallas, TX

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Landmark has included our OSHA Logs from the past 3 years to provide our safety record and recordable accident rates.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, LP

City: Fort Worth State: Texas

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
					NONE												
					Page totals	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses
(1) | (2) | (3) | (4) | (5) | (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of…	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, LP

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information

Annual average number of employees: 234

Total hours worked by all employees last year: 492298

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Director of EHS
Title

817/230-8892
Phone

1/6/2023
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, L.P.

City: Fort Worth State: Texas

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	**CHECK ONLY ONE** box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Welder	05/20	Ring beam outside concrete pedestal	Fractures left wrist and strained left shoulder		x			95		x					
2		Operator	09/09	Floating scaffold	Abdominal hernia		x			19		x					
3		Laborer	11/09	Crane tower landing	Head laceration			x			49	x					
4		Welder	12/05	West of site office	Face laceration				x			x					
				Page totals		*0*	*2*	*1*	*1*	*114*	*49*	*4*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
114	49
(K)	(L)

Injury and Illness Types

Total number of…	(M)		
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, L.P.

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and Related Activities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees: 230

Total hours worked by all employees last year: 474989

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters
Company executive

Director of EHS
Title

682-717-7437
Phone

1/26/2022
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
119	104
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, L.P.

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and related activities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees: 276

Total hours worked by all employees last year: 596,946

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters
Company executive

Director of EHS
Title

682-717-7437
Phone

1/25/2021
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, L.P.

City: Fort Worth State: Texas

Identify the person				Describe the case		Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1		Laborer	2/27/2020	On pedestal dome	Left ring finger was struck by a piece of rebar resulting in Tuft fracture of the finger tip.				x			x					
2		Laborer	5/6/2020	Site entrance driveway	Left foot was fractured when struck by the left track of a skidsteer.			x			104	x					
3		Journeyman	9/3/2020	Inside pedestal, ground level	Right foot fractured by scaffold headframe piece that was dropped while hoisting.		x			119		x					
					Page totals	***0***	***1***	***1***	***1***	***119***	***104***	***3***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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Landmark has included a white paper detailing the inconsistencies of EMR state to state.

Experience Modification Rate (EMR)
Landmark's Position Statement

EMR or Experience Modification Rate, has been used by some entities to compare the relative safety risk of contractors. The following is a discussion regarding EMR and establishes why EMR should not be used in this manner.

What is EMR and how is it used

EMR is a workers' compensation premium adjustment factor designed by insurance companies to establish the premium an employer pays for their worker's compensation insurance. Elements used in establishing that factor include rating payroll, payroll classifications, actual and primary losses, and modified or limited losses.

How EMR should NOT be used

EMR was not designed nor ever intended to compare the relative safety of one employer to another, therefore it is inappropriate to do so.

Given an equal basis of comparison (same set of circumstances), rating payroll and claims will have the greatest impact on the EMR calculation. However, multiple rating elements establish an Experience Modification Rate. The EMR number may be heavily distorted depending on the factors that are used to establish the number. If companies are being compared and there is not an equal basis of comparison (same set of circumstances), EMR, as a relative indication of safety will be heavily distorted, which does not reflect the relative safety risks.

EMR Comparison Scenario

The following (actual) scenario demonstrates why EMR should not be used to compare the relative safety performance or risk of one company to another.

Both Company A & Company B operate within the same industry, performing substantially the same work. Company B performs roughly twice as much work as Company A. They operate from different states.

Company A: (lower reported EMR than Company B)

Has experienced a relatively poor safety record, including 2 fatalities in the past 3 years. Their safety program does not include a dedicated safety director, nor a team of dedicated safety professionals.

Company B: (higher reported EMR than Company A)

Has reasonable safety experience with no fatalities. The safety experience is supported by a 3-year trailing TRIR of 1.5 and a 5-year trailing TRIR of 1.2 (these are considerably better than the industry average). The company is supported by an independent team of 5 credentialed safety professionals, all dedicated to a program that integrates a highly visible safety culture. The company has experienced few, but expensive losses, at least one of them being fraudulent.

While it is obvious that Company B should be considered safer than Company A, the relative EMR ratings do not reflect this.

Some of the reasons and factors that distort the accuracy and relevance of EMR as a measure of safety performance are as follows:

EMR Calculation is not Consistent

There are 11 independent rating bureaus in the US created by state-specific statues. Although their EMR calculations are similar in concept, they vary in detail and in how experience rating is calculated by state. Of the 11 independent states, there are four monopolistic states. These four states require employers to purchase workers compensation coverage from a state government operated insurance fund vs. the private market. The remaining states rely on The National Council on Compensation Insurance (NCCI), an independent, insurer-owned workers' compensation entity to calculate and assign the EMR.

It is important to note that not all elevated water storage contractors are in the 39 states for which NCCI calculates the EMR. Consequently, the EMR calculation is not consistent among competitor companies.

For example, the state of Indiana is one of the states using an independent rating bureau instead of NCCI. The Indiana Compensation Rating Bureau (ICRB) is a private, non-profit, unincorporated association of all insurance companies licensed to write workers' compensation insurance in Indiana.

The following is a quote from a white paper published by the Indiana Compensation Rating Bureau on July 14, 2011:

> *"...the EMR was designed solely as a premium calculation factor, not as an indicator of overall contractor safety. Using the EMR for other than its intended purpose (to modify premium) has significant flaws and can produce inequitable conclusions about safety..."*

EMR can be Affected by the Business Model

The EMR is certainly affected by company size (payroll). One insurance claim is going to have a much greater impact on a company with less payroll than a company with more payroll.

The following is an excerpt from a 2019 Engineering News Record article:

"In an environment now obsessed with information, simplifications and misuses of statistics shouldn't be surprising. EMRs were born out of a need for better actuarial precision in workers' compensation insurance—a no-fault form of coverage—but they now have become an informal proxy for the success and quality of an employer's overall safety practices. And EMR misuse has often penalized smaller companies and those that have good safety records."

Source: Engineering News Record / Scott Van Voorhis and Richard Korman. "The Mismeasure of Safety: Why Ending Misuse of Workers' Compensation Ratings Won't Be Easy" www.enr.com April 24, 2019

The manner in which a company is structured can affect the EMR value as well. Take for example, two construction contractors. One focuses on engineering and project management (primarily sub-contracting workers), and the other which self-performs either all or a higher percentage of its construction work. These two contractors have very different claims potential resulting in different EMRs.

Similarly, it is possible for a company to promulgate an EMR calculated for a portion of the company that has better claims experience while another branch of the company, with a higher EMR, performs the work. This scenario could happen either accidently or intentionally.

Another business model impact involves professional employer organizations (PEOs). An employer may choose to utilize leased employees to perform some or all the higher risk work. The PEO's workers compensation policy claims would not affect the employer that performs the work.

EMR Can Be "Bought Down" in Some States

There are currently 15 NCCI states, that are net reporting states. In these states an employer can pay an amount of the claim (a deductible) which is then not included in the loss calculation by NCCI. This results in a lower EMR but it has no relationship to the employer's safety record. This option is not available in all states therefore it creates an unfair advantage to some if EMR is used to rate or gate contractors.

EMR Responds Slowly (High Degree of Lag)

It is generally accepted and desirable to measure safety performance using a combination of leading and lagging metrics. Commonly used metrics, like total recordable incident rate (TRIR), lost time injury rate (LTIR), days away, restricted, or transferred (DART), and EMR are all lagging indicators. The difference in them is how much they lag. TRIR, and DART for example are calculated each year based on the previous year. They can even be calculated year to date although that is not usually required as part of an employer prequalification. The EMR is calculated based on 3 policy years of data starting a year prior to the current policy year. Some of the information used in the EMR calculation is 4 years old. Much can happen in 4 years. A

great safety program and a strong safety culture can be built or destroyed in that amount of time.

Leading metrics, on the other hand, strive to predict future safety performance rather than report on past safety performance. It is out of the scope of this paper to dive deeper into the leading metrics and how they should be relied upon more heavily in the prequalification process. but they are available and should be used in combination with lagging metrics that react as close to real time as possible.

Accidents can be Controlled – Allegations Cannot

The EMR attempts to measure the frequency and severity of claims in the past. Perhaps it can be a sensitive topic, but claims are not always related to workplace accidents. Employees can make injury claims for injuries that happened at home or at another workplace. Sometimes it may seem like the best option for them, especially if they don't have health insurance coverage. Sometimes they might not even know where or when an injury occurred. Whatever they tell the doctor then becomes documented fact and there is little that can be done to correct it.

Additionally, the cost of a claim is not always related to the severity of the claim. Sometimes a treatment for a simple injury doesn't work out as intended. In the end, the cost of the claim may not at all reflect the actual severity of the injury. The EMR reflects all of these things even though they are not related to an employer's safety program or performance.

State of Virginia Stance on EMR

Since 2015, Virginia has prohibited the use of EMR as a condition for eligibility to participate in solicitations for construction services, including private construction projects not covered by the state's public procurement rules. The state's Department of Transportation does gather EMRs from prospective contractors, but they are a small part of the overall safety evaluation.

Source: Engineering News Record / Jim Parsons. "When Virginia Insurance Brokers Sought to End EMR Misuse." www.enr.com April 17, 2019

Summary

Of all the metrics available to measure safety performance, EMR is by far the slowest responding. It is most influenced by factors that are not related to safety nor indicative of a company's safety program, and it is inconsistently calculated. The Experience Modification Rating is not a good indicator of an employer's safety program or performance, and it should not be used to prequalify contractors.

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SCHEDULE A - CURRENT PROJECTS

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
KILLEEN - CHAPARRAL ROAD Chaparral Road Killeen, Texas 76542 114.00 Composite 1.5 MG 4/23/2023 $5,253,000	City of Killeen - TX 101 N College Street Killeen, Texas 76540 Lorianne Luciano 2545017600 lluciano@killeentexas.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
PFLUGERVILLE - NORTH TANK 1519 E Pfennig Lane Pflugerville, Texas 78660 131.50 Composite 2.5 MG 6/16/2023 $7,451,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
SAN ANTONIO - DIETRICH 139 Springfield Road San Antonio, Texas 78219 150.50 Composite 1.5 MG 7/4/2023 $6,448,000	San Antonio Water System - TX 2800 US Hwy 281 North San Antonio, Texas 78212 Lindsay Esquivel 2107047297 Lindsay.Esquivel@saws.org	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Ryan Ramsey 5122133200 ryan.ramsey@freese.com
CASSATT WATER - GOVERNOR'S HILL Dr Humphres Road Camden, South Carolina 29020 200.00 Composite 1 MG 2/7/2023 $3,714,000	Cassatt Water - SC 2638 Old Stagecoach Road Cassatt, 29032 8034328235	AECOM Technical Services, Inc. - Columbia - SC 101 Research Drive Columbia, Nathan Ward 8032544400 nathan.ward@aecom.com
MCWC - SIOUX FALLS - WATER TOWER #2A Six Mile Road Sioux Falls, South Dakota 57110 142.00 Composite 0.75 MG 11/30/2023 $3,587,000	Minnehaha Community Water Corp. Dell Rapids, South Dakota 6055295799	Banner Associates, Inc. - Sioux Falls - SD 2307 West 57th Street, Suite 102 Sioux Falls, South Dakota 57108 Joseph Munson 8553236342 joem@bannerassociates.com
HORIZON REGIONAL MUD III - EST NO. 5 Breaux Street Horizon City, Texas 79928 160.00 Composite 1.5 MG 1/31/2023 $5,160,000	Horizon Regional MUD - TX 14100 Horizon Blvd Horizon City, Texas 79928 9158523917	TRE & Associates, LLC - El Paso - TX 110 Mesa Park Drive, Suite 200 El Paso, Texas 79912 Linda Troncoso 9158529093 ltroncoso@tr-eng.com
VANCE AIR FORCE BASE - FOX DRIVE Fox Drive Vance AFB, Oklahoma 73705 160.00 Composite 1.5 MG 4/11/2024 $8,917,000	ASRC Federal Field Services (AFFS) - Vance AFB 400 Young Road, Suite 122 Vance AFB, 73705 Teddy Thomas teddy.thomas@us.af.mil	Southwind Construction Services, LLC 1701 S. State Street Enid, 73013 Bill J. Kemp 4053489300 bill@swconstruct.com
FORT WORTH - SOUTH WESTSIDE V - WALSH RANCH South of I 20 - Walsh Ranch Fort Worth, Texas 193.00 Composite 1.5 MG 8/1/2023 $7,360,000	Fort Worth Water Department - TX 920 Foutnier St Fort Worth, Texas 76101 Russell Redder 8173924477 russell.redder@fortworthtexas.gov	Halff Associates, Inc. - Fort Worth -TX 4000 Fossil Creek Blvd. Fort Worth, 76137 Ron King 8178471422 rking@halff.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ARTESIAN WATER - DAGSBORO WTP 29558 Armory Road Dagsboro, Delaware 19939 133.00 Composite 1 MG 6/6/2023 $3,075,100	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaeder 3024536900 kthaeder@artesianwater.com	,
LUBBOCK IV - 87th STREET - TANK 1 OF 2 87th Street (1631 84th Street) Lubbock, Texas 79424 146.00 Composite 2 MG 4/30/2024 $7,759,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Marta Alvarez 8067752344	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
LUBBOCK IV - 3rd STREET - TANK 2 OF 2 3rd Street (access from 2553 Santa Fe Drive) Lubbock, Texas 79415 151.10 Composite 2 MG 4/30/2024 $8,885,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Wood Franklin 8067752344 wfranklin@mylubbock.us	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
PFLUGERVILLE VI - 794 PRESSURE ZONE 17601 Weiss Lane Pflugerville, Texas 78660 153.50 Composite 2 MG 9/16/2023 $6,846,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Daniel Stoutenburg, Jr. 5122133200 dgs@freese.com
WEST DES MOINES V - ADAMS STREET TANK 2184 SE Adams Street West Des Moines, Iowa 50061 173.00 Composite 2 MG 9/28/2023 $7,478,000	West Des Moines Water Works 1505 Railroad Ave West Des Moines, Iowa 50265 William Mabuce 5152223460 William.mabuce@wdmww.com	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Andrew Willcuts 5152258000 awillcuts@v-k.net
ROBBINSDALE - BROADWAY AVE 4360 W Broadway Ave Minneapolis, Minnesota 55422 184.00 Composite 0.75 MG 10/30/2023 $6,057,000	City of Robbinsdale - MN 4100 Lakeview Avenue North Robbinsdale, 55422 Richard McCoy 7635374534 rmccoy@ci.robbinsdale.mn.us	AE2S - Advanced Eng. & Environm. - Maple Grove - MN 6901 East Fish Lake Road Maple Grove, 55369 Nancy Zeigler 7634635036 Nancy.Zeigler@AE2S.com
PRINCETON III - SOUTH EST Myrick Lane Princeton, Texas 75407 182.50 Composite 2 MG 11/1/2023 $7,959,000	City of Princeton - TX 306 Main Street Princeton, Texas 75407 Tommy Mapp 9727362416 tmapp@princetontx.us	Kimley-Horn & Associates, Inc. - McKinney - TX 260 E Davis Street, Suite 100 McKinney, Texas 75069 Stuart Williams 4693012580 stuart.williams@kimley-horn.com
MANVILLE WSC - TYPE 440 Co Rd 468 Elgin, Texas 78621 148.00 Composite 0.5 MG 4/20/2023 $2,412,000	Manville Water Supply Corporation 13805 South SH 95 Coupland, 78615 Erik Prinz 5128562488 eprinz@manvillewsc.org	J.F. Fontaine & Associates - Palestine - TX 700 N Sycamore St Palestine, Texas 75802 Sean Conner 9037296005 sconner@jffontaine.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ALTOONA - NORTH WATER TOWER 6000 block of NE 62nd Ave Altoona, Iowa 50009 161.00 Composite 0.75 MG 10/30/2023 $4,028,000	City of Altoona - IA 407 8th Street, SE Altoona, Iowa 50009 5159675136	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Bob Veenstra 5152258000 bveenstra@v-k.net
TEMPLE - 920 EST - NORTH INDUSTRIAL PARK Moores Mill Rd (next to Niagara Bottling) Temple, Texas 76504 161.00 Composite 3 MG 8/23/2023 $7,369,000	 , Colton Migura cmigura@templetx.gov	KPA Engineers 19 N Main Street Temple, Texas 76501 Ginger Tolbert 2547733731 gtolbert@kpaengineers.com
MINSTER - OHIO STREET West Seventh Street Minster, Ohio 45865 154.25 Composite 1.25 MG 2/17/2024 $5,078,000	Village of Minster - OH 5 West Fourth Street Minster, 45865 Donald Harrod 4196283497 administration@minsteroh.com	CDM Smith - Columbus - OH 445 Hutchinson Ave, Suite 820 Columbus, Ohio 43235 Erin Stachler 6148478340 stachleree@cdmsmith.com
HOWARD CO. - GUILFORD 8490 Washington Blvd Jessup, Maryland 20794 71.60 Composite 2.5 MG 7/16/2024 $7,742,000	Howard County - MD 8250 Old Montgomery Road Columbia, Maryland 21045 Michael Decker 4103134900 mdecker@howardcountymd.gov	Rummel, Klepper & Kahl (RK&K) - Baltimore - MD 700 E Pratt Street, Suite 500 Baltimore, Maryland 21202 Elford Jackson 4107282900 ejackson@rkk.com
ARTESIAN WATER - CEDAR LANE 1259 Cedar Lane Road Middletown, Delaware 19709 146.00 Composite 1 MG 2/16/2024 $5,157,000	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaeder 3024536900 kthaeder@artesianwater.com	Duffield Associates, Inc. - Wilmington - DE 5400 Limestone Road Wilmington, 19808 3022396634
FAIRFIELD - PORT UNION 4125 Port Union Road Fairfield, Ohio 45014 164.00 Composite 1.25 MG 12/30/2023 $5,164,000	City of Fairfield - OH 5350 Pleasant Avenue Fairfield, Ohio 45014 Adam Sackenheim 5138675375 asackenheim@fairfield-city.org	CT Consultants - Mentor - OH 8150 Sterling Court Mentor, Ohio 44060 Kent Bryan 4409519000 kbryan@ctconsultants.com
TN DGS - MEMPHIS REGIONAL MEGASITE - NORTH Keeling Road Stanton, Tennessee 38069 160.00 Composite 1 MG 9/28/2024 $5,764,000	Brasfield & Gorrie, LLC - Birmingham - AL 3021 7th Avenue South Birmingham, 35233 Mark Westhoven 2053284000 mwesthoven@brasfieldgorrie.com	SSOE Group - Brentwood - TN 320 Seven Springs Way, Suite 350 Brentwood, Tennessee 37027 T. Dwain Hibdon 6156617585 DHibdon@ssoe.com
GEORGETOWN - HOOVER - TANK 2 OF 2 2675 CR 223 Florence, Texas 76527 40.00 Composite 2 MG 5/10/2024 $5,451,900	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
GEORGETOWN - PARKSIDE - TANK 1 OF 2 356 Ft Cobb Way Georgetown, Texas 78628 121.00 Composite 1.5 MG 5/10/2024 $4,922,100	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com
CORPUS CHRISTI - FLOUR BLUFF Division Road Corpus Christi, Texas 78418 177.00 Composite 3 MG 5/8/2024 $13,372,000	City of Corpus Christi - TX 1201 Leopard St Corpus Christi, Texas 78469 Clarissa Johnson 3618803500 clarissaj@cctexas.com	Ardurra (formerly LNV) - Corpus Christi - TX 801 Navigation Blvd, Suite 300 Corpus Christi, Texas 78408 Grady Atkinson 3618831984 GAtkinson@ardurra.com
JERICHO WD - SYOSSET - CONVENT ROAD 125 Convent Road Syosset, New York 11791 161.00 Composite 1.5 MG 11/15/2023 $12,022,000	Jericho Water District - NY 125 Convent Rd. Syosset, 5169218280	D&B Engineers and Architects 330 Crossways Park Drive Woodbury, New York 11797 Timothy McConnell 5163649890 tmcconnell@db-eng.com
GREENSBORO - LIBERTY TANK - PROGRESSIVE DESIGN Browns Meadow Road Liberty, North Carolina 27298 177.50 Composite 0.75 MG 9/29/2023 $8,201,140	City of Greensboro - NC 300 West Washington St Greensboro, North Carolina 27401 Jana Stewart 3363732489 jana.stewart@greensboro-nc.gov	HDR Engineering, Inc. - Winston-Salem, NC 100 North Main Street Winston-Salem, 27101 David Saunders 3369558250 david.saunders@hdrinc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Structures I, LP			
Project Owner	City of Syracuse, UT	Project Name	Syracuse - Clearfield	
General Description of Project	3.0 Million Gallon Composite Elevated Tank			
Project Cost	$3,616,531	Date Project	3/31/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Alleven	Apolinar Limon	Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Whiteley	Public Works Director	City of Syracuse, UT	801.614.9682	rcw@syracuseut.com
Designer	Bryce Wilcox	Project Engineer	J-U-B Engineers, Inc.	801.547.0393	bkw@jub.com
Construction Manager	N/A				

Project Owner	City of Lino Lakes, Minnesota	Project Name	Lino Lakes II - Birch Street	
General Description of Project	1.5 Million Gallon Composite Elevated Tank			
Project Cost	$4,067,000	Date Project	9/1/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name			Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rick DeGardner	Public Services Director	City of Lino Lakes	651.982.2400	rdegardner@linolakes.us
Designer	Greg Johnson	Director of Water/Wastewater	WSB & Associates, Inc.	651.286.8450	gjohnson@wsbeng.com
Construction Manager	N/A				

Project Owner	Simmons Prepared Foods	Project Name	Gentry - Simmons Prepared Foods	
General Description of Project	1.5 Million Gallon Composite Elevated Tank			
Project Cost	$2,800,000	Date Project	7/3/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Alleven	Robert Dockins	Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Luke Wright	Sr. Director of Engineering	Simmons Prepared Foods	479.752.8090	luke.wright@simfoods.com
Designer	Chris Donnan	Project Manager	Hayter Engineering	903.785.0303	cdonnan@haytereng.com
Construction Manager	N/A				

Schedule B—Previous Experience with Similar Projects

Name of Organization	**Landmark Structures I, LP**				
Project Owner	**City of Dallas - Water Utilities**		Project Name	**Dallas - Cypress Waters**	
General Description of Project	**1.5 Million Gallon Composite Elevated Tank**				
Project Cost	**$4,588,600**		Date Project	**12/30/2019**	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	**Benjie Talley**	**Allen Simmons**	**Tim Fetters**	**Michael Faubel**	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	**Bill Walker**	**SVP - Development**	**Billingsley Company**	**972.820.2283**	**bwalker@billingsleyco.com**
Designer	**James Bryan**	**Project Engineer**	**Kimley-Horn & Associates**	**972.770.1300**	**james.bryan@kimley-horn.com**
Construction Manager	**N/A**				

Project Owner	**City of Port Arthur, Texas**		Project Name	**Port Arthur II - Terminal Road Tank**	
General Description of Project	**2.5 Million Gallon Composite Elevated Tank**				
Project Cost	**$7,417,047**		Date Project	**9/18/2018**	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	**Larry Leimer**	**Apolinar Limon**	**Tim Fetters**	**Michael Faubel**	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	**Donald Stanton**	**Assistant Director of Utilities**	**City of Port Arthur, TX**	**409.983.8161**	**donald.stanton@portarthurtx.gov**
Designer	**Calvin Prosen**	**Senior Project Manager**	**Arceneaux Wilson & Cole LLC**	**409.724.7888**	**calvin.prosen@awceng.com**
Construction Manager	**N/A**				

Project Owner	**City of Celina, Texas**		Project Name	**Celina - Southeast Sector**	
General Description of Project	**2.0 Million Gallon Composite Elevated Tank**				
Project Cost	**$3,870,440**		Date Project	**12/11/2019**	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	**Jesse Alleven**	**Apolinar Limon**	**Tim Fetters**	**Michael Faubel**	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	**Alan Fourmentin**	**Director of Public Works**	**City of Celina, TX**	**972.825.1477**	**afourmentin@celina-tx.gov**
Designer	**Aaron Redder**	**Project Engineer**	**Freese and Nichols, Inc.**	**940.220.4340**	**amr@freese.com**
Construction Manager	**N/A**				

Schedule C– Key Individuals

Project Manager			
Name of individual		Michael Pope	
Years of experience as project manager		22	
Years of experience with this organization		4	
Number of similar projects as project manager		31	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SAWS Dietrich - San Antonio, Texas		20%	9/2023
87th Street - Lubbock,Texas		20%	10/2023
Corpus Cristi, Texas		20%	5/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Garrett Mechler	Name	Dustin Pope
Title/Position	Development Manager	Title/Position	Transmission and Utilities - Southeast
Organization	ASA Properties	Organization	Freese & Nichols
Telephone	N/A	Telephone	832-699-6398
Email	garrett.mechler@asaproperties.us.com	Email	dustin.pope@freese.com
Project	1.5MG CET	Project	0.75MG CET
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Nathan Lange	
Years of experience as project superintendent		24	
Years of experience with this organization		10	
Number of similar projects as project superintendent		50	
Number of similar projects in other positions		150	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SAWS Dietrich - San Antonio, Texas		10%	9/2023
87th Street - Lubbock,Texas		10%	10/2023
Corpus Cristi, Texas		10%	5/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Aaron Lyman	Name	Jeff Taylor
Title/Position	Project Engineer	Title/Position	CIty Inspector
Organization	City of Prosper	Organization	Water and Wastewater Board
Telephone	972-464-4812	Telephone	256-772-5644
Email	alyman@browngay.com	Email	jeff.taylor@madisonal.gov
Project	Prosper Trail 2.0MG CET	Project	Cedar Acres 2.0MG CET
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Tim Fetters	
Years of experience as safety manager		21	
Years of experience with this organization		12	
Number of similar projects as safety manager		1000	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dan Vucich	Name	Ed Nagle II, CIC
Title/Position	CSP,CPCU,RRE	Title/Position	Partner, Risk Advisor
Organization	CNA Risk Control Consultant	Organization	IB-TX Risk Services
Telephone	214-220-5859	Telephone	214-613-1124
Email	daniel.vucich@cna.com	Email	enagle@ib-tx.com
Project	N/A	Project	N/A
Candidate's role on project	N/A	Candidate's role on project	N/A

Quality Control Manager			
Name of individual		Michael Faubel	
Years of experience as quality control manager		14	
Years of experience with this organization		14	
Number of similar projects as quality control manager		300	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Matt Morris	Name	Erik Rivera
Title/Position	Vice President	Title/Position	VP Operations
Organization	Gulf States Protective Coatings	Organization	True Grit Ready Mix
Telephone	281-455-3605	Telephone	682-215-1673
Email	matt@gspci.com	Email	erivera@tgtexas.com
Project	Various tank projects	Project	Various tank projects
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

RE: Statement of Bidder's Qualifications, Article 8 – Construction Experience, 8.05, In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

Article 9 – Required Attachments, 9.01, H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

Please find resumes for Key Individuals (Project Manager, Project Superintendent, Quality Manager, and Safety Manager) and Key Leaders in Section 2, b) of our proposal.

RE: 4.3 CONTENTS, 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications), a) Qualifications

a) Qualifications

B-5 Firm's Qualifications

a. Landmark Personnel Resumes
b. Subcontractor Personnel Resumes

RE: 4.3 CONTENTS 2) a) i) List Firm's qualifications and ability to perform the service requirements.

MARKET LEADERSHIP

As Landmark Structures has nearly 40 years of experience with composite elevated tanks, including the first composite tank in North America, Landmark is best positioned to construct the 1.0 MG Composite Elevated Tank (CET) for the City of Edinburg.

We have designed and constructed over 50% of all the composite tanks in North America, including the tallest CET ever constructed (254' HWL) and the largest capacity CET ever constructed (4.0 MG). Additionally, our experience speaks for itself with over 200 CETs constructed with a capacity of 1.0 MG.

As the inventors of the D107 composite tank and active members of the committee that authored the standard, we have a unique and comprehensive understanding in the use of the D107 "Composite Elevated Tanks for Water Storage" standard.

Our vast experience and familiarity with the local environmental conditions of Texas, and experience constructing across the continent ensure we understand how to navigate and construct in all weather conditions.

CAPABILITIES

Landmark prides itself on self-performing majority of our work. The activities that we self-perform are:

- Structural engineering
- Foundation design
- Pedestal construction
- Steel tank fabrication
- Steel tank erection
- Installation of water pumping and treatment systems, valves, and controls
- Design and installation of tank mixing systems
- Tank commissioning

PROXIMITY OF LANDMARK OFFICES

With both offices located in Fort Worth and Decatur, Texas, Landmark Structures is conveniently located to the project site in Edinburg, Texas.

The proximity of Landmark's steel fabrication plant to the project site will provide many benefits such as reduced lead times, shipping costs, and increased responsiveness to any project needs.

Landmark routinely provides tours of our state-of-the-art steel fabrication plant, and we'd enjoy hosting representatives from the City of Edinburg and Melden & Hunt, Inc. on a plant tour if desired.

Landmark is the most qualified contractor for this project, further information and supporting documentation have been provided within this proposal to support our qualifications.

Benjie Talley

VICE PRESIDENT OF PRE-CONSTRUCTION

Benjie is a professional with direct oversight into the entire process from bidding to close-out. He is experienced in every facet of composite elevated water tank construction and has a track record for delivering projects safely, and on time. Benjie directly manages engineering, estimating, and value engineering departments with responsibilities crossing into all other facets of the business.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2000 - present) – Vice President of Preconstruction

- Manages owner and subcontractor relationships from corporate-wide viewpoint
- Oversees all estimating, design and project setup in preparation for construction
- Develops and implements strategic programs and extended teams for both the management and execution of construction projects
- Develops and implements project control processes: revenue, cost, quality and schedule
- Develops and implements cost-reduction and risk-management programs
- Manages and provide solutions to customer and job challenges.
- Former Director of Project Management with direct experience as a project manager on over 100 Composite Elevated Tank completions

Previous Positions include:

Director of Project Management
Program Manager
Project Manager

EDUCATION

Texas A&M University - BS, Agriculture System Management

REGISTRATIONS & CERTIFICATIONS

- NACE Certified Coating Inspector # 7477
- SSPC Participating Member

Gary Stanford

DIRECTOR OF PRE-CONSTRUCTION

Gary is a dedicated construction professional with over 10 years' experience in the construction industry. He is responsible for project initiation, communication, planning, directing, and overseeing site development, engineering and drafting, and procurement functions.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2023-present) - Director of Preconstruction
(2018 - 2023) – Pre-Construction Strategy / Water Quality Manager
(2014 - 2018) - Water Mixing Division

- Discover markets and prospects for Water Mixing opportunities
- Develop business plan for Water Mixing division
- Subcontract oversight
- Establish and develop relationships with clients
- Foster collaborative relationships with Engineering and other departments
- Respond to RFIs, RFQs, and RFPs
- Prepare estimates in support of bid opportunities
- Define and review scopes of work related to contractual agreements

Basic Industries, Ltd, Corpus Cristi, TX
(2011 - 2014) - Project Manager

Landmark Structures, Fort Worth, TX
(2010 - 2011) – Coatings Coordinator

EDUCATION

Texas State University - BS, Construction Technology

REGISTRATIONS & CERTIFICATIONS

- NACE Certified Level 3 – Coating Inspector
- SSPC Certified Quality Control Supervisor
- SSPC Industrial Coatings Project Manager

Michael Pope
PROJECT MANAGER

Michael's specific responsibilities and duties include management of project budgets, schedules, multiple self-perform crews in multiple locations simultaneously, cost and reporting, value engineering, issuing subcontracts and vendor relationships. In addition, Michael provides oversight of Environmental Health and Safety requirements to ensure the project exceeds safety and quality requirements.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2019 – present) – Senior Project Manager
- Maintain accountability for design and construction projects.
- Develop and train Junior Project Managers. Lead strategic programs and extended teams.
- Develop and manage project controls, revenue, schedule, implement cost-reduction programs.
- Plan and control multi-disciplined scope of work from project start-up to close-out.
- Manage customer contract, submittals, and administration.
- Lead effective problem solving with various clients/project challenges.

Corval Builders & Erectors, Inc., Houston, TX
(2017 – 2018) – Senior Project Manager
- Developed performance metric tracking for major WBS elements for weekly PR measurements of individual elements of projects.
- Accountable for two Corpus Christi projects, one $30MM for new dock and piping interconnection and the second $3.1MM piping interconnection.
- Responsible for monthly project financial reporting and estimate at completion forecasting.

Caldwell Tanks, Inc., Industrial Division, Houston, TX
(2014 - 2017) Senior Project Manager
- Managed a small team of project managers who were responsible for the project execution of multiple industrial tank projects from receipt of contract to project closure.
- Directly managed the installation of 28 industrial tanks at multiple different facilities and kicked off the manufacturing of 21 new tanks at multiple different manufacturing facilities in the Houston area to reduce manufacturing cost for new project.
- Subcontract management of tank foundations, coatings, and linings.

EDUCATION

Barbers Hill High School, Mont Belvieu, Texas – Diploma

REGISTRATIONS & CERTIFICATIONS

PMP - Project Management Professional

Nathan Lange

GENERAL SUPERINTENDENT – STEEL

Nathan is a construction manager with vast experience construction a variety of tank styles all over North America. His past experience includes successful erection of all styles of AWWA potable water tanks, specialty tanks, thermal energy storage tanks and API tank fabrication. Nathan is adept at successfully executing projects safely and on-time in difficult locations.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2013 - present) - General Superintendent – Steel Construction

- Manage the work of all steel crews in fabrication, welding and erection of all types of tanks in various industries.
- Responsible for the site supervision, scheduling and execution of tank erection and welding processes.
- Select and train employees on projects.
- Hire and train new field employees.
- Help manage safe work practices.
- Develop and modify work plans.
- Oversee jobs costs.

Caldwell Tank, Louisville, KY

(1999 – 2013) - Senior Superintendent

EDUCATION

High School Diploma

REGISTRATIONS & CERTIFICATIONS

- OSHA 30 Hour
- CPR / First Aid
- Certified Crane Operator – NCCCO
- Certified Equipment Operator – Crane Institute of America
- TWIC

Michael Kuehn

GENERAL SUPERINTENDENT - CIVIL

Michael serves as Landmark's key representative on job sites and interacts with project and construction management, owners, engineers, inspectors, and government agencies to ensure a quality product is produced according to specifications and in a cost effective, timely and safe manner.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2018 - present) - General Superintendent – Civil Construction

- Manage all aspects of civil projects including field/office personnel, equipment, finances, safety enforcement, schedules, and material procurement.
- Typical project size is 15-20 million.
- Build and maintain good relationships with clients, subcontractors, and vendors.

American Concrete Products, Valley, NE
(2017 – 2018) - Project Manager

Landmark Structures, Fort Worth, TX
(2006 – 2017) - Superintendent/General Superintendent – Civil Project Manager

Kiewit Texas Construction, Fort Worth, TX
(2001 – 2006) - Foreman/Superintendent

EDUCATION

Nebraska Wesleyan University, Lincoln, NE – Business Administration/Sociology (Dual)

REGISTRATIONS & CERTIFICATIONS

- 30 Hour OSHA
- The National Commission for the Certification of Crane Operators (NCCCO)
- Current First Aid CPR AED

Matt Goldsmith

GENERAL SUPERINTENDENT - COATINGS

Matt specializes in the construction, coatings, and construction management of storage tanks. He demonstrates high-leadership competencies, effective field management and craft development abilities. Matt has proven successful in the continuing improvement of construction practices and efficiencies.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2015 - present) – Coatings Manager

- Coordinate and collaborate with subcontractors to perform coatings operations
- Schedule the project in logical steps and budget time required to meet deadlines.
- Study job specifications to determine appropriate construction methods.
- Determine labor requirements and dispatch workers to construction sites.
- Develop and implement quality control programs.
- Confer with supervisory personnel, owners, contractors, and design professionals to discuss and resolve matters such as work procedures, complaints, and construction challenges.
- Plan, organize, and direct activities concerned with the construction and maintenance of structures, facilities, and systems.

Caldwell Tank, Louisville, KY
(2003 – 2015) - Field Superintendent

Chicago Bridge & Iron Company, Chicago, IL
(2002 – 2003) - Superintendent

EDUCATION

High School Diploma

REGISTRATIONS & CERTIFICATIONS

- 10 Hour OSHA
- 40 Hour OSHA
- NACE Certified Coatings Inspection #080469
- The National Commission For The Certification Of Crane Operators (NCCCO)
- Current First Aid CPR AED
- AWS (CWI) Certified Welding Inspector
- AWS (CWE) Certified Welding Educator
- API 653 Aboveground Storage Tank Inspector

Tim Fetters

DIRECTOR OF ENVIRONMENTAL HEALTH AND SAFETY

Tim is experienced in health, safety, security and environmental systems management, with additional expertise in program development, inspection and management of construction delivery methods. Tim's extensive education and training in manufacturing as well as industrial, commercial, power generation, chemical, and petroleum industries make him the ideal manager for workplace and jobsite safety and related initiatives for Landmark.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2007 - present) – Director of Environmental Health & Safety

- Responsible for development, implementation and maintenance of Landmark's corporate EHS System.
- Developed and executed new, comprehensive EHS program at Landmark; including procedures, training, tracking and analysis, which has resulted in improved performance, while raising awareness and commitment.

Jacobs Engineering, Houston, TX

(2000 – 2007) – Regional EHS Manager

Sabre / EDS Corporate Campus, Southlake, TX

(1999 – 2001) – EHS Manager

Fluor Corporation, North TX

(1997 – 1999) - EHS Manager

EDUCATION

- Texas A&M University - MS, Construction Management
- Truman State University - BS, Industrial Science

REGISTRATIONS & CERTIFICATIONS

- Certified Safety Professional (CSP), Board of Certified Safety Professionals
- American Institute of Constructors, Associate Professional Constructor
- Certified Asbestos Facility Inspector, Texas Engineering Extension Service
- Certified Utility Safety Administrator, National Safety Council
- Member of American Society of Safety Engineers (ASSE)
- OSHA 500 Certified 10/30-hour instructor
- MSHA 40 Hour Safety Certificate

Michael Faubel

DIRECTOR OF TECHNICAL SERVICES & QUALITY

Michael Faubel is an elected Fellow of the American Concrete Institute with over 20 years' experience in technical and design aspects of construction materials and over 10 years' experience specific to quality management. Michael has led the development and implementation of industry standards with organizations such as ACI, ASQ, ASTM, AWWA, and AMPP (formerly NACE & SSPC), and is recognized for his commitment to improving the concrete and tank coatings industries.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2003 – Present) – Director of Technical Services & Quality

- Director of technical services and quality for Civil construction, industrial coatings, and steel tank fabrication.
- Responsible for establishing and training of standard Quality Assurance and Quality Control procedures
- Responsible for selecting material sources, design of concrete mixes and selection of high-performance coatings to maximize quality, efficiency and provide optimum value to each client.

Chandler Concrete, Burlington, NC
(1998 – 2003) – Quality Control Manager

EDUCATION

- University of North Carolina at Chapel Hill - BA, Business

REGISTRATIONS & CERTIFICATIONS

- ACI International & Local Chapter
- AWWA, ASTM International
- ASQ - Certified Quality Auditor
- NRMCA - Certified Concrete Technologist Level 4
- AMPP - Certified Coatings Inspector Level 3

Rolf Pawski, P.E.
SENIOR DESIGN ENGINEER

Rolf is responsible for all tank structural design, design programs, and engineering policies. He is active in managing complex design configurations and maintaining engineering policy in the face of multiple changing standards and codes. Rolf is well recognized in the industry for his major contributions to the advancement of elevated tank design, and for his significant writing efforts on behalf of the industry standards and codes.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(1995 – present) – Senior Design Engineer
- Establish and maintain design and engineering policy.
- Provide expert advice to all engineering and construction staff to solve difficult challenges
- Provide structural designs of elevated tanks and foundations.

Chicago Bridge & Iron Company, Chicago, IL
(1981 – 1995) – Senior Design Engineer

Kenny Construction Company, Northbrook, IL
(1980 – 1981) – Engineer/Estimator

Chicago Bridge & Iron Company, Chicago, IL
(1969 – 1979) – Design Engineer

EDUCATION

Cleveland State University – BCE

REGISTRATIONS & CERTIFICATIONS

- Registered Structural Engineer: Illinois
- Registered Professional Engineer: Alabama, Arkansas, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Los Angeles, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin

John Grendzinski, P.E.
ENGINEERING MANAGER

Extensive experience in the civil engineering field, with expertise in structural and foundation systems and tank design. Responsible for the design and detailing of composite elevated water tanks and above ground storage tanks, development of construction procedures and equipment, and development of computer tools for engineering.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(1998 – present) – Engineering Manager
- Responsible for engineering of composite elevated water tanks and above ground storage tanks.
- Manages engineering deliverables, prepares foundation and tank designs, review soils report.
- Develops and maintains design programs.
- Reviews construction procedures and equipment.
- Supports industry standards development efforts.

Chicago Bridge & Iron Company, Chicago, IL
(1989 – 1998) – Design Engineer
- Designed low temperature and cryogenic structures.
- Prepared calculations and developed design tools and methods.
- Prepared structural steel frame calculations and specifications.
- Designed all-steel and composite concrete-steel elevated water tanks.
- Performed shell buckling analyses.
- Prepared seismic evaluations and recommended retrofit of existing elevated water tanks.

EDUCATION

- University of Illinois – Master of Science, Civil Engineering, 1989
- University of Illinois – Bachelor of Science, Civil Engineering, 1987

REGISTRATIONS & CERTIFICATIONS

- Registered Professional Engineer: Florida, Illinois, Mississippi, New Mexico, Texas, Washington & West Virginia
- Registered Structural Engineer: Illinois & Washington
- Member – American Water Works Association Standard Committee for the New General Tank Standard

SUBCONTRACTOR RESUMES

RE: 4.3. CONTENTS 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING, a) Qualifications, ii) List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.

Landmark has provided resumes for our Subcontractor, Foremost Paving, Inc.

FPI

Foremost Paving Resume

Foremost Paving, Inc. was established in 1976, and specializes in Asphalt Paving, Concrete Paving, Heavy Civil Construction, Utilities, Marine and Site Development for both public and private sector clients throughout South Texas. Foremost Paving has worked hard to develop an outstanding reputation for performing quality work and completing the job on time and within budget.

Foremost Paving, Inc. has worked extensively with TXDOT building bridges, mechanically stabilized earth (MSE) walls, other various concrete structures and installing highway drainage systems. Foremost Paving has also performed site work contracts that have included mass excavations and backfill operations with high compaction requirements. Foremost Paving's work for private companies includes Calpine Energy, Kiewit Offshore Marine, and others. Foremost Paving, Inc. has also worked for many local municipalities, counties, irrigation, and drainage districts.

Our experienced team ensures that we exceed our customer's expectations on each project from start to finish. Each project constructed by Foremost Paving is supervised directly by a job superintendent whose experience is typically more than 10 years. Many of the project management and field supervisors have more than 20 years' experience

Our services and capabilities include, but are not limited to:

- Bridge Construction
- Pile driving (Concrete, Steel and Vinyl Sheet Pile)
- Drill Shafts
- Concrete Structures
- River Pump Stations
- Sanitary Sewer Lines and Lift Stations
- Underground Utility Installation
- Storm Drainage Lines
- Large Diameter Pipe Irrigation Lines
- Site Work

- Reservoir Construction
- Levee Construction
- Ready Mix Concrete Production
- Asphalt Paving
- Concrete Paving
- Crack and Joint Sealing
- Seal Coating
- Striping and Wheel Stops

HEAVY CIVIL CONSTRUCTION AND PAVING PROJECTS

- El Pico Water Treatment Plant
- San Roman Wind Farm
- Brownsville Interchange
- US 281 Expansion in Edinburg
- Walmart in Hidalgo
- Sullivan City Sewer Project
- Border Wall in Progresso
- Dixieland Road Extension in Harlingen
- Sharyland Water Supply Corp. Reservoir
- Expansion of US 59 between US 281 and I 37 in George West, TX. Built 5 bridges including 1 over the Nueces River
- Relieving platform for Kiewit Offshore Marine in Ingleside, TX. Included steel sheet piling and concrete piling.
- Numerous projects with Kiewit including Texas Department of Transportation and US Army Corps of Engineers
- Construction of 14 bridges and over 1 million square feet of Mechanically Stabilized Earth walls on Expressway 77 in Willacy County. This was broken into two separate contracts with TXDOT.

- Bentsen Road Sanitary Sewer Line – Installed approximately 2.8 miles of PVC pipe at a depth of between 17 to 40 feet.

- Hidalgo Reynosa Northbound Bridge – We completed this project in 1988. We constructed the United States portion of a four-lane international bridge for vehicles and pedestrians from Reynosa, Mexico to Hidalgo, TX. The foundation system for this bridge required the construction of large caissons to be built in the Rio Grande River and the Northern riverbank.

RE: 4.3 CONTENTS, 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications), b) Experience

b) Experience

B-6 Number of Years of Experience
B-7 Project References – Last 5 Years
B-8 Previous Projects – Last 10 Projects
B-9 Experience List – Edinburg and Large Municipalities
B-10 Key Personnel Experience

RE: 4.3 CONTENTS, 2) b) Experience i) Number of years of experience as a General Contractor.

Landmark Structures I, L.P. has 37 years of experience as a General Contractor.

Landmark Structures was specifically founded in 1985 to construct Composite Elevated Tank (CET). CETs have remained our primary business for almost 40 years and as we invented the CET, Landmark has the most tenure building them in comparison to all other tank contractors.

RE: 4.3 CONTENTS, 2) ii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, date services provided and name, titles, and telephone numbers of each client or client's representative.

Landmark has compiled a list of project references from projects completed within the past 5 years.

Project Name	Date Services Provided	Contact Information
Syracuse - Clearfield	3/31/2021	City of Syracuse – UT **Robert Whiteley** Public Works Director 801-614-9682 rcw@syracuseut.com
Lino Lakes II – Birch Street	9/1/2021	City of Lino Lakes **Rick DeGardner** Public Services Director 651-982-2400 rdegardner@linolakes.us
Gentry – Simmons Prepared Foods	7/3/2021	Simmons Prepared Foods **Luke Wright** Sr. Director of Engineering 479-752-8090 luke.wright@simfoods.com
Dallas – Cyrpress Waters	12/30/2019	Billingsley Company **Bill Walker** SVP – Development 972-820-2283
Port Arthur II – Terminal Road Tank	9/18/2018	City of Port Arthur – TX **Donald Stanton** Assistant Director of Utilities 409-983-8161 Donald.stanton@portarthurtx.gov
Celina – Southeast Sector	12/11/2019	City of Celina – TX **Alan Fourmentin** Director of Public Works 972-825-1477 afourmentin@celina-tx.gov

*RE: 7. EVALUATION CRITERIA 2. Experience - Demonstrated prior experience for similar projects. Include **last 10 completed projects** matching this RFP or the last 5 years of similar completed, whichever does not exceed 10 projects. Provide original project start date, original substantial completion date and actual substantial completion date. Provide owner's representative (name and phone number), engineer of record and any justification for project delays.*

Landmark is the expert in the design, engineering, and construction of Composite Elevated Tanks (CET). We've built **over 1000 Composite Elevated Tanks with volume totaling over 1.2 billion gallons** across North America, all of which required a similar type of work to the BUSINESS 281 One (1) Million Gallon Composite Elevated Water Storage Tank Project. Landmark is highly reputed in the industry for constructing the highest quality tanks in the market.

The following are the ten most recent projects completed by Landmark.

1.0 MG – CLOVIS

CLOVIS, NEW MEXICO

Project Owner: City of Clovis
Project Contact: Gordon Crawley
Phone: 575-769-7825

Engineer of Record: Andrew Swartswalter, P.E., Bohannan Huston – Albuquerque, NM

Original Project Start Date: 4/26/2020
Original Substantial Completion Date: 10/28/2021
Actual Substantial Completion Date: 7/12/2021

Reasons for Delay (if applicable): N/A



1.0 MG – TEXAS CITY – LAGO MAR

TEXAS CITY, TEXAS

Project Owner: City of Texas City - TX
Project Contact: Doug Knuepper
Phone: 409-643-5863

Engineer of Record: David Kasper, P.E., ARKK Engineers - Houston

Original Project Start Date: 7/25/2021
Original Substantial Completion Date: 9/23/2022
Actual Substantial Completion Date: 9/5/2022

Reasons for Delay (if applicable): N/A



1.5 MG – GENTRY – SIMMONS PREPARED FOODS



GENTRY, ARKANSAS

Project Owner: Simmons Prepared Food
Project Contact: Luke Wright
Phone: 479-752-8090

Engineer of Record: Matthew Dunn, P.E.,
Crist Engineers, Inc.

Original Project Start Date: 10/24/2019
Original Substantial Completion Date: 6/3/2021
Actual Substantial Completion Date: 6/17/2021

Reasons for Delay (if applicable): Landmark was required to wait for Owner to complete work by other contractors prior to commissioning the tank.

3.0 MG – GEORGETOWN V - BRAUN



GEORGETOWN, TEXAS

Project Owner: City of Georgetown
Project Contact: Michael Hallmark
Phone: 512-930-2574

Engineer of Record: Allen Woelke, P.E.,
CDM Smith – Austin, TX

Original Project Start Date: 1/3/2019
Original Substantial Completion Date: 6/26/2020
Actual Substantial Completion Date: 6/26/2020

Reasons for Delay (if applicable): N/A

1.5 MG – INDIANAPOLIS – HAMILTON SOUTHEASTERN



FISHERS, INDIANA

Project Owner: Citizens Energy Group – Indianapolis, IN
Project Contact: Rebecca Reddick
Phone: 317-927-6053

Engineer of Record: Citizens Energy Group – Indianapolis, IN

Original Project Start Date: 4/6/2020
Original Substantial Completion Date: 1/3/2022
Actual Substantial Completion Date: 11/14/2021

Reasons for Delay (if applicable): N/A

1.0 MG – LAMAR COUNTY – PARIS - HANING DRIVE



PARIS, TEXAS

Project Owner: Lamar County WSD
Project Contact: David Pitcock
Phone: 903-785-5586

Engineer of Record: Chris Donnan, P.E., Hayter Engineering

Original Project Start Date: 11/25/2019
Original Substantial Completion Date: 2/17/2021
Actual Substantial Completion Date: 12/17/2020

Reasons for Delay (if applicable): N/A

1.5 MG – LINO LAKES II – BIRCH STREET



LINO LAKES, MINNESOTA

Project Owner: City of Lino Lakes
Project Contact: Rick DeGardner
Phone: 651-982-2400

Engineer of Record: Greg Johnson, P.E.,
WSB & Associates, Inc. – Saint Paul, MN

Original Project Start Date: 10/30/2019
Original Substantial Completion Date: 8/1/2021
Actual Substantial Completion Date: 7/13/2021

Reasons for Delay (if applicable): N/A

1.25 MG – NORTHLAKE III – HARVEST DEVELOPMENT



NORTHLAKE, TEXAS

Project Owner: Town of Northlake - TX
Project Contact: Eric Tamayo
Phone: 940-648-3290

Engineer of Record: Tim Lackey, P.E.,
Halff Associates, Inc. – Fort Worth, TX

Original Project Start Date: 1/5/2020
Original Substantial Completion Date: 5/29/2021
Actual Substantial Completion Date: 6/30/2021

Reasons for Delay (if applicable): Landmark was required to wait for Owner to complete work by other contractors prior to commissioning the tank.

3.0 MG – SYRACUSE - CLEARFIELD



CLEARFIELD, UTAH

Project Owner: City of Syracuse - UT
Project Contact: Robert Whiteley
Phone: 801-825-1477

Engineer of Record: Bryce Wilcox, P.E.,
J-U-B Engineers Inc. – Kaysville, UT

Original Project Start Date: 5/29/2019
Original Substantial Completion Date: 3/31/2021
Actual Substantial Completion Date: 3/30/2021

Reasons for Delay (if applicable): N/A

1.0 MG – TEMPLE – PEPPER CREEK



TEMPLE, TEXAS

Project Owner: City of Temple - TX
Project Contact: Don Bond
Phone: 254-298-5655

Engineer of Record: Ginger Tolbert, P.E., KPA Engineers

Original Project Start Date: 6/8/2020
Original Substantial Completion Date: 6/8/2021
Actual Substantial Completion Date: 8/6/2021

Reasons for Delay (if applicable): Landmark was required to wait for Owner to complete work by other contractors prior to commissioning the tank.

RE: 4.3 CONTENTS 2) b) Experience iii) Specific experience with public entity clients, especially large municipalities. If company submitting proposal for new construction has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.

Landmark has provided a list to support our experience with public entity clients and large municipalities.

Project Name	Owner	Year Constructed
Beaumont II	City of Beaumont – TX	2008
Bexar - Talley Rd	Bexar Metropolitan Water District	2008
Eagle Pass – Callejon Teran – Tank 2	City of Eagle Pass	2000
Falfurrias	City of Falfurrias	2009
Freeport	City of Freeport – TX	2000
Friendswood	City of Friendswood	2003
Garden Ridge – FM 3009 Plant	City of Garden Ridge	2010
Georgetown – Parkside – Tank 1	City of Georgetown – TX	Ongoing – Estimated Completion 2024
Georgetown III – Cedar Breaks	City of Georgetown - TX	2017
Georgetown IV – Rabbit Hill	City of Georgetown - TX	2017
Georgetown V – Braun	City of Georgetown - TX	2020
Green Valley SUD – Plant 12	Green Valley SUD – TX	2022
Green Valley SUD – Plant 3	Green Valley SUD – TX	2022
Harris Co. MUD #26	Harris County MUD #26	2008
La Vernia	SS Water Supply Corporation	2010
La Vernia II – HWY 97	SS Water Supply Corporation	2012
La Vernia III – Woodcreek	City of La Vernia	2019
Laredo II	City of Laredo – TX	1992
Laredo III	City of Laredo – TX	1993
Mission – Sharyland	Sharyland Water Supply Corp.	2005
Mission II	City of Mission	2006
Mission III – Shary Rd.	City of Mission	2008

RE: 4.3 CONTENTS, 2) b) Experience, v) Provide the following information for key personnel to be assigned to this project: 1) Total years' experience. 2) Primary work assignment for the projects outlined in this RFP. 3) Relevant experience with projects of similar size and scope.

The following table outlines Landmarks proposed key personnel, their roles, and years of experience.

Personnel Name	Years of Experience	Role
Benjie Talley	23 years	Vice President of Estimating
Gary Stanford	13 years	Director of Preconstruction
Michael Pope	21 years	Project Manager
Nathan Lange	24 years	General Superintendent – Steel
Michael Kuehn	22 years	General Superintendent – Civil
Matt Goldsmith	21 years	General Superintendent – Coatings
Tim Fetters	26 years	Director of Environmental Health and Safety
Michael Faubel	25 years	Director of Technical Services & Quality
Rolf Pawski, P.E.	53 years	Senior Design Engineer
John Grendzinski, P.E.	34 years	Engineering Manager

Relevant Experience with Projects of Similar Size and Scope

The following lists include completed and underway relevant projects of similar size or scope for our proposed key personnel.

MICHAEL POPE, PROJECT MANAGER EXPERIENCE

Job Name and Capacity	Location
Fort Bend WCID II – Scanlin Road – 1.0MG CET	Missouri City, TX
Texas City - Lago Mar – 1.0MG CET	Texas City, TX
Topeka – Montara - 1.0MG CET	Topeka, KS
Schertz III - Ray Corbett Drive – 1.0MG CET	Schertz, TX
Horace - Cass County – 1.0MG CET	Kindred, ND
Fort Bend MUD #142 – 0.5MG CET	Richmond, TX
Clear Lake City WA - Tank No. 6 – 0.5MG CET	Houston, TX
San Antonio - SW Loop 410 – 1.5MG CET	San Antonio, TX
San Antonio - Green Mountain – 2.5MG CET	San Antonio, TX
Montgomery County - Hanna Road – 0.5MG CET	Conroe, TX
Weatherford II - Newport Road – 0.5MG CET	Weatherford, TX
New Braunfels VIII – Veramendi- 1.5MG CET	New Braunfels, TX

Lubbock III - 50th Street – 2.0MG CET	Lubbock, TX
Lubbock III - Milwaukee Ave – 2.0MG CET	Lubbock, TX
Angleton – Southside – 0.75MG CET	Angleton, TX
NTMWD - Wylie - WTP 1 – 0.5MG CET	Wylie, TX
San Antonio – Dietrich – 1.5MG CET	San Antonio, TX
Lubbock IV - 87th Street – 2.0MG CET	Lubbock, TX
Lubbock IV - 3rd Street – 2.0MG CET	Lubbock, TX
Corpus Christi - Flour Bluff - 3.0MG CET	Corpus Christi, TX
NASA - Johnson Space Center- 0.75MG CET	Houston, TX

REMAINING PROPOSED KEY PERSONNEL, RELEVANT EXPERIENCE

The following is a sample of projects that:

Site Superintendents
- Michael Kuehn, Superintendent - Civil
- Nathan Lange, Superintendent - Steel
- Matt Goldsmith, Superintendent - Coatings

Safety Manager
- Tim Fetters, Director of EHS

Other Key Personnel
- Benjie Talley, Director of Pre-Construction
- Gary Stanford, Pre-Construction Manager
- Michael Faubel, Director of Technical Services & Quality
- Rolf Pawski, P.E., Senior Design Engineer
- John Grendzinski, P.E., Engineering Manager

have successfully managed previously or been involved in from within their respective departments.

Job Name and Capacity	Location
Green Valley SUD - Plant 12 – 1.0MG CET	New Braunfels, TX
Richardson II - Northside Tank – 1.0MG CET	Richardson, TX
Temple - Pepper Creek – 1.0MG CET	Temple, TX
Clovis – 1.0MG CET	Clovis, NM
Aubrey - Dane Street Tank – 0.5MG CET	Aubrey, TX
Cedar Park III - Pressure Zone 4 – 0.5MG CET	Cedar Park, TX
Dripping Springs - Harmon Hills – 0.75MG CET	Dripping Springs, TX

Elmendorf - Loop 1604 – 0.5MG CET	Elmendorf, TX
Gentry - Simmons Prepared Foods – 1.5MG CET	Gentry, AR
Highmore II – 1.5MG CET	Highmore, SD
Indianapolis - Hamilton Southeastern Tank – 1.5MG CET	Fishers, IN
Lino Lakes II - Birch Street – 1.5MG CET	Lino Lakes, MN
Northlake III - Harvest Development – 1.25MG CET	Northlake, TX
Roswell II - Gillis St – 0.75MG CET	Roswell, NM
Roswell II - W Martin – 0.75MG CET	Roswell, NM
Shawnee Co – Auburn – 0.5MG CET	Auburn, KS
Syracuse – Clearfield – 3.0MG CET	Clearfield, UT

RE: 4.3 CONTENTS, 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications), c) Previous Project Performance

c) Previous Project Performance

B-11 Experience List – Past 5 Years
B-12 Evidence of Performance
    a. Attachments
B-13 Recent and Similar Performance References

RE: 4.3 CONTENTS 2) b) Experience ii) Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, date services provided and name, titles, and telephone numbers of each client or client's representative.

The following list contains tanks designed, engineered, and constructed by Landmark over the past 5 years.

Project Name	Capacity (CET)	Owner	Construction Completion
AUBREY - DANE STREET TANK	0.5 MG	City of Aubrey - TX	9/29/2021
AUSTIN - 1340 TANK - W. TRAVIS CO. PUA	0.75 MG	West Travis County PUA - TX	10/3/2019
BASE UTILITIES - CAVALIER AIR FORCE STATION	1.25 MG	Base Utilities, Inc.	11/24/2020
BELLMEAD II - PARRISH STREET	0.5 MG	City of Bellmead - TX	11/8/2020
BRANDON VII - BURNHAM DRIVE	0.5 MG	City of Brandon - MS	3/23/2021
BRANDON VII - OLD LAKELAND DRIVE	0.5 MG	City of Brandon - MS	3/23/2021
BWRPWA - GARFIELD - BLUEBERRY LANE	2 MG	Benton Washington Regional PWA	2/3/2021
CANYON LAKE V - VENTANA	0.75 MG	The Texas Water Company (SJWTX) (FKA Canyon Lake Water Service Company)	2/17/2022
CASSATT WATER - GOVERNOR'S HILL	1 MG	Cassatt Water - SC	3/19/2023
CAYCE	1 MG	City of Cayce	3/25/2019
CEDAR PARK III - PRESSURE ZONE 4	0.5 MG	City of Cedar Park - TX	11/25/2021
CELINA - SOUTHEAST SECTOR	2 MG	City of Celina	4/23/2020
CLOVIS	1 MG	City of Clovis - NM	7/12/2021

DALLAS - CYPRESS WATERS	1.5 MG	City of Dallas - Water Utilities - TX	6/10/2020
DRIPPING SPRINGS - HARMON HILLS	0.75 MG	Dripping Springs WSC	9/30/2021
ELMENDORF - LOOP 1604	0.5 MG	City of Elmendorf - TX	5/17/2021
FORT BEND MUD #142 - RICHMOND	0.5 MG	Environmental Development Partners, LLC	8/9/2020
FORT WORTH - WESTSIDE V	1 MG	City of Fort Worth - TX	3/30/2021
GENTRY - SIMMONS PREPARED FOODS	1.5 MG	Simmons Prepared Food	6/24/2021
GEORGETOWN V - BRAUN	3 MG	City of Georgetown - TX	8/25/2020
GREAT FALLS - GORE HILL	0.5 MG	City of Great Falls	4/13/2020
GREEN VALLEY SUD - PLANT 12	1 MG	Green Valley SUD - TX	4/7/2022
GREEN VALLEY SUD - PLANT 3	1 MG	Green Valley SUD - TX	4/7/2022
HASLET II - LETARA	0.5 MG	Westwood Real Estate Group	2/17/2022
HENDERSONVILLE - VILLAGES OF INDIAN LAKE	1.5 MG	Hendersonville Utility District	1/2/2019
HIGH POINT SUD - DEVONSHIRE VILLAGES	1 MG	High Point SUD - TX	3/27/2023
HIGHMORE II	1.5 MG	Mid Dakota Rural Water System	11/30/2021
HORACE - CASS COUNTY	1 MG	Cass Rural Water District	6/30/2020
HUMBOLDT II	1.5 MG	Humboldt Board Of Public Utilities	4/25/2021
IDABEL - FABRAL ROAD	0.5 MG	Idabel Public Works Authority	2/18/2020
IDABEL - SH-3	0.5 MG	Idabel Public Works Authority	2/18/2020

INDIANAPOLIS - HAMILTON SOUTHEASTERN TANK	1.5 MG	Citizens Energy Group - Indianapolis, IN	12/21/2021
JOSEPHINE II - EAST STREET	0.5 MG	City of Josephine	2/24/2020
KAUFMAN CO. MUD - CRANDALL - HEARTLAND	0.75 MG	Kaufman County MUD No. 12	10/29/2020
LAMAR COUNTY - PARIS - HANING DRIVE	1 MG	Lamar County WSD	12/17/2020
LINCOLN - N JACKSON HWY	2 MG	City of Lincoln - AR	4/25/2021
LINO LAKES II - BIRCH STREET	1.5 MG	City of Lino Lakes	11/10/2021
LOCKHART II - CESAR CHAVEZ	0.5 MG	City of Lockhart	2/1/2021
LUBBOCK III - 50th STREET	2 MG	City of Lubbock - TX	9/28/2022
LUBBOCK III - MILWAUKEE AVE - TANK 2 OF 2	2 MG	City of Lubbock - TX	9/28/2022
MANSFIELD III - INDUSTRIAL	2 MG	City of Mansfield - TX	3/3/2022
MONTGOMERY III - TANK # 1 - PLANT # 5	1 MG	MSEC Enterprises, Inc. - Navasota - TX	9/14/2018
MURDO	0.8 MG	OSRWSS Mni Wiconi - SD	11/23/2020
NORTH ALAMO WSC - EDINBURG - WISCONSIN ROAD	1 MG	North Alamo Water Supply Corp.	8/29/2019
NORTHAMPTON MUD - SPRING	0.5 MG	Northampton Municipal Utility District	10/30/2020
NORTHLAKE III - HARVEST DEVELOPMENT	1.25 MG	Town of Northlake - TX	3/15/2022
NORTHWESTERN WSD - LEMOYNE RD	1.5 MG	Northwestern Water and Sewer District	12/29/2022
PARSHALL - 72nd AVE NW	0.5 MG	City of Parshall - ND	9/13/2022
PHARR II - ELDORA TANK	1 MG	City of Pharr - TX	1/0/1900

PONCHA SPRINGS	0.4 MG	Town of Poncha Springs	9/29/2019
RACINE III - LOUIS SORENSON ROAD	1.25 MG	City of Racine - WI	11/30/2020
RICHARDSON II - NORTHSIDE TANK	1 MG	City of Richardson	9/14/2021
ROSWELL II - GILLIS ST	0.75 MG	City of Roswell - NM	1/0/1900
ROSWELL II - W MARTIN	0.75 MG	City of Roswell - NM	12/30/2021
SALEM WATER - ALEXANDER - REED TRAIL	2 MG	Salem Water Users - Benton - AR	8/16/2022
SAN ANTONIO - GREEN MOUNTAIN	2.5 MG	San Antonio Water System - TX	1/0/1900
SAN ANTONIO - SW LOOP 410	1.5 MG	San Antonio Water System - TX	4/11/2021
SCHERTZ III - RAY CORBETT DRIVE	1 MG	City of Schertz	6/17/2021
SHAWNEE CO - AUBURN	0.5 MG	Shawnee County Cons. RWD No. 1	10/10/2021
SYRACUSE - CLEARFIELD	3 MG	City of Syracuse - UT	3/30/2021
TEMPLE - PEPPER CREEK	1 MG	City of Temple - TX	11/30/2021
TEXAS CITY - LAGO MAR	1 MG	City of Texas City - TX	9/16/2022
WEST HEMPSTEAD	1 MG	West Hempstead Water District - NY	5/14/2020
WILBARGER CREEK MUD - TOWER ROAD	0.8 MG	Wilbarger Creek MUD No. 2 - TX	9/29/2022

RE: 4.3 CONTENTS 2) c) Previous Project Performance i) Provide evidence of satisfactory performance on past projects

iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.

Landmark has successfully engineered, designed, constructed, and commissioned several elevated tank projects across North America. Within this section, we have included past letters of recommendation, a list of recent awards, and previous performance evaluation sheets, in addition to the reference letters and performance evaluations uploaded separately for this proposal.

Awards

- 2022: Trailblazer Award "Best Engineering Project, Product, or Invention"
- 2022: Tnemec Tank of the Year – Runner-Up – Crawfordsville, IN (Tank Constructed by Landmark, Coatings performed by the Barry Group, LLC)
- 2021: Tnemec Tank of the Year – Runner-Up – Richardson, TX
- 2019: Excellence in Concrete Awards – Kirkwood Elevated Storage Tank
- 2017: Tnemec Tank of the Year – Runner-Up – St. Cloud, MN
- 2016: Charles G. Munger Award – Granbury, TX
- 2015: Tnemec Tank of the Year – Runner-Up – Mont Belvieu, TX
- 2014: Tnemec Tank of the Year – Midland, TX
- 2014: Tnemec Tank of the Year – Runner-Up – Artesia, NM
- 2014: Tnemec Tank of the Year – Runner-Up – Plainview, TX
- Certificate of Appreciation: 10 Years of Service: Meals on Wheels, Inc. of Tarrant County

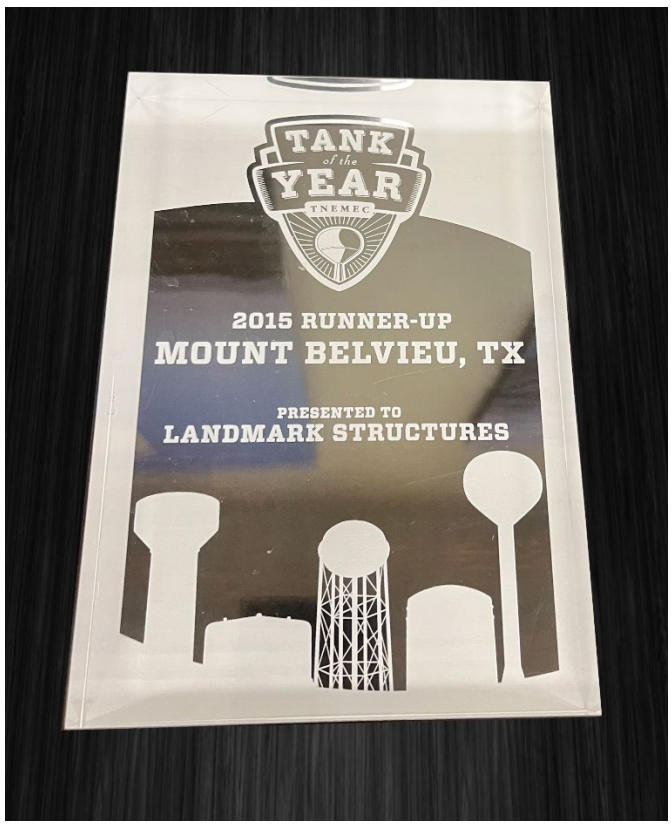

NSPE-TX
SOUTH PLAINS CHAPTER
TEXAS SOCIETY OF
PROFESSIONAL ENGINEERS
Trailblazer Award
"Best Engineering Project, Product or Invention"
to
Landmark Structures
Elevated Storage Tanks
2022


TANK of the YEAR
2022 RUNNER-UP
CRAWFORDSVILLE, IN
PRESENTED TO
THE BARRY GROUP, LLC


TANK of the YEAR
2021 RUNNER-UP
RICHARDSON, TX
PRESENTED TO
LANDMARK


2019
Excellence in Concrete Awards
Kirkwood Elevated Water Storage Tank
Cedar Rapids
Infrastructure - Structures
Landmark Structures I, LP
Fort Worth, TX
Sponsored by
IRMCA
American Concrete Institute
aci
Iowa Chapter


TANK of the YEAR
TNEMEC
2017 RUNNER-UP
ST. CLOUD, MN
PRESENTED TO
LANDMARK STRUCTURES


TANK of the YEAR
TNEMEC
2015 RUNNER-UP
MOUNT BELVIEU, TX
PRESENTED TO
LANDMARK STRUCTURES


SSPC
The Society For Protective Coatings
Charles G. Munger Award
for outstanding achievement in industrial or commercial coatings project demonstrating longevity of the original coating
Granbury Composite Elevated Tank
Granbury, TX
Structure Owner: City of Granbury
Contractor/Applicator: TASCO Painting
Contractor/Applicator: Landmark Structures
Coating Material Supplier: Tnemec Company, Inc.
GRANBURY
January 18, 2016
San Antonio, TX
President
Executive Director


TANK of the YEAR
TNEMEC
2014 RUNNER-UP
ARTESIA, NM
PRESENTED TO
LANDMARK STRUCTURES


TANK of the YEAR
TNEMEC
2014 RUNNER-UP
PLAINVIEW, TX
PRESENTED TO
LANDMARK STRUCTURES


MIDLAND
2014 Tnemec Tank of the Year
Landmark Structures



CERTIFICATE OF APPRECIATION

This certificate is awarded to

Landmark Structures

In recognition of 10 years of service

MEALS ON WHEELS, INC. OF TARRANT COUNTY

2019

MEALS ON WHEELS INC of Tarrant County

ARDURRA

July 10, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

RE: City of Corpus Christi
3.0MG Elevated Storage Tank

To whom it may concern:

In October 2022, Landmark Structures was awarded the project of constructing a 3.0MG Elevated Water Storage Tank in Corpus Christi, Texas. The construction on this tank is approximately 60% complete, on schedule and expected to be online in May 2024.

On this project, I've been working closely with the Landmark Construction Management Team. Since the start of construction, submittals have been produced quickly and completely, changes have been priced competitively and executed quickly, and monthly pay requests have been produced on time and without revisions. From manpower to materials and quality control, Landmark Structures has exceeded our expectations on this project and we are completely satisfied with their work performed to date. We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high-quality elevated storage tank that meets design criteria and is visibly appealing.

Respectfully,

Grady S. Atkinson, P.E.
Project Engineer
Ardurra Group, Inc.

CONTRACTOR INFORMATION

1. Contractor Information

Firm Name: Landmark Structures I, LP
Address: 1665 Harmon Rd, Fort Worth, Texas, 76177
Phone Number: (817) 439-8888
Email Address: gcurry@teamlandmark.com
Point of Contact: Glenda Curry
Contact Phone Number: (817) 230-8842

CLIENT INFORMATION (CLIENT TO COMPLETE BLOCKS 2-4)

2. Client Information

Name: Larry Gregory (Garver)
Title: Project Manager
Phone Number: 479-287-4677
Email Address: LFGregory@GarverUSA.com

3. Date Questionnaire was completed (mm/dd/yy):	**4. Client's Signature**
10/26/22	

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

a) Ability to meet quality standards specified for technical performance	**E**	VG	S	M	U	N
b) Contractor is reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	**VG**	S	M	U	N
c) Timeliness/effectiveness of problem resolution without extensive guidance on previous projects	E	VG	**S**	M	U	N
d) Compliance with contract delivery/completion schedules including any significant intermediate milestones on previous projects.	E	**VG**	S	M	U	N
e) Overall customer satisfaction	E	**VG**	S	M	U	N
f) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force on previous projects?	E	VG	**S**	M	U	N
g) Knowledge/expertise demonstrated by contractor personnel	E	**VG**	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	**VG**	S	M	U	N
i) Would you hire or work with this firm again? *(If no, please explain below)*	**Yes**			No		
j) In summary, provide an overall rating for the work performed by this contractor.	E	**VG**	S	M	U	N

CONTRACTOR INFORMATION

1. Contractor Information

Firm Name: Landmark Structures I, LP
Address: 1665 Harmon Rd, Fort Worth, Texas, 76177
Phone Number: (817) 439-8888
Email Address: gcurry@teamlandmark.com
Point of Contact: Glenda Curry
Contact Phone Number: (817) 230-8842

CLIENT INFORMATION (CLIENT TO COMPLETE BLOCKS 2-4)

2. Client Information

Name: Arceneaux Wilson & Cole LLC
Title: Sr. Project Manager
Phone Number: 4093511123
Email Address: calvin.prosen@awceng.com

3. Date Questionnaire was completed (mm/dd/yy):	**4. Client's Signature**
10/26/22	Calvin D Prosen

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

a) Ability to meet quality standards specified for technical performance	(E)	VG	S	M	U	N
b) Contractor is reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E)	VG	S	M	U	N
c) Timeliness/effectiveness of problem resolution without extensive guidance on previous projects	(E)	VG	S	M	U	N
d) Compliance with contract delivery/completion schedules including any significant intermediate milestones on previous projects.	(E)	VG	S	M	U	N
e) Overall customer satisfaction	(E)	VG	S	M	U	N
f) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force on previous projects?	(E)	VG	S	M	U	N
g) Knowledge/expertise demonstrated by contractor personnel	(E)	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E)	VG	S	M	U	N
i) Would you hire or work with this firm again? *(If no, please explain below)*	(Yes)			No		
j) In summary, provide an overall rating for the work performed by this contractor.	(E)	VG	S	M	U	N

CONTRACT INFORMATION (CONTRACTOR TO COMPLETE BLOCKS 1-3)	
1. Contractor Information Firm Name: Landmark Structures I, LP Address: 1665 Harmon Rd, Fort Worth, Texas, 76177 Phone Number: (817) 439-8888 Email Address: gcurry@teamlandmark.com Point of Contact: Glenda Curry Contact Phone Number: (817) 230-8842	**2. Work Performed as:** ● Prime Contractor ○ Sub Contractor ○ Joint Venture ○ Other (Explain)
3. Contract Information Contract Title: KNOX AVENUE 1.5 MG AND TRIPP AVENUE 1.0 MG ELEVATED STORAGE TANKS Project No. 62853 Original Contract Price: $3,858,000.00 *(Award Amount)* Final Contract Price: $3,863,600.00 *(to include all modifications, if applicable)*	Contract Location: Odessa, Texas *(All dates in mm/dd/yy)* Award Date: 10/27/20 Contract Completion Date: 08/27/22 Actual Completion Date: 6/29/22 Explain Differences: Change orders included foundation modifications and tank relocation.
CLIENT INFORMATION (CLIENT TO COMPLETE BLOCKS 4-7)	
4. Client Information Name: Ector County Utility District Title: President Phone Number: (432) 381-5525 Email Address: ecud6570@yahoo.com	**5. Describe client's role in the project:** oversees process, ok's Outlay's, signs payment.
6. Date Questionnaire was completed (mm/dd/yy): 11/02/2022	**7. Client's Signature** Tommy Ellis

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

a) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
b) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
c) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
e) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
f) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
g) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
h) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
i) Would you hire or work with this firm again? *(If no, please explain below)*	Yes			No		
j) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

CONTRACT INFORMATION (CONTRACTOR TO COMPLETE BLOCKS 1-3)	
1. Contractor Information Firm Name: Landmark Structures I, LP Address: 1665 Harmon Rd, Fort Worth, Texas, 76177 Phone Number: (817) 439-8888 Email Address: gcurry@teamlandmark.com Point of Contact: Glenda Curry Contact Phone Number: (817) 230-8842	**2. Work Performed as:** ● Prime Contractor ○ Sub Contractor ○ Joint Venture ○ Other (Explain)
3. Contract Information Contract Title: 1.25 MG ELEVATED STORAGE TANK AND 16-INCH WATERLINE TOWN FILE NO. UT -19-15 Original Contract Price: $3,069,000.00 *(Award Amount)* Final Contract Price: $3,232,891.00 *(to include all modifications, if applicable)*	Contract Location: Northlake, Texas *(All dates in mm/dd/yy)* Award Date: 10/8/19 Contract Completion Date: 11/10/21 Actual Substantial Completion Date: 6/30/21 Actual Completion Date: 3/15/22
Explain Differences: Change orders included value engineering, coatings modifications, electrical modifications, and the addition of a PRV Vault. Delays in schedule due to weather conditions.	
CLIENT INFORMATION (CLIENT TO COMPLETE BLOCKS 4-7)	
4. Client Information Name: Eric J. Tamayo Title: PW Director Phone Number:940-242-5704 Email Address:etamayo@town.northlake.tx.us	**5. Describe client's role in the project:** Owner
6. Date Questionnaire was completed (mm/dd/yy): 10/26/2022	**7. Client's Signature** Eric J. Tamayo

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

a) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
b) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
c) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
e) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
f) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
g) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
h) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
i) Would you hire or work with this firm again? *(If no, please explain below)*	Yes			No		
j) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

July 12, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

RE: Artesian Water Company
1.0MG Elevated Storage Tank

To whom it may concern:

In November 2021, Landmark Structures was awarded the project of constructing a 1.0MG Elevated Water Storage Tank in Dagsboro, Delaware. The project remained on schedule and was completed under budget.

In addition to this tank, Landmark completed a 1.0 MG elevated tank for Artesian in 2018 and is currently under contract for another 1.0 MG elevated tank to be completed in the next few months. All the project managers for these tanks were first-rate in all aspects, from detailed schedule updates, accurate and timely project documentation, and quick responses to any unforeseen field conditions.

We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high-quality elevated tank that meets design criteria and is visibly appealing.

Yours truly,

Kathleen Thaeder
Administration Engineer
Artesian Water Company, Inc.

CONTRACT INFORMATION
(CONTRACTOR TO COMPLETE BLOCKS 1-3)

1. Contractor Information	**2. Work Performed as:**
Firm Name: Landmark Structures I, LP Address: 1665 Harmon Rd, Fort Worth, Texas, 76177 Phone Number: (817) 439-8888 Email Address: gcurry@teamlandmark.com Point of Contact: Glenda Curry Contact Phone Number: (817) 230-8842	● Prime Contractor ○ Sub Contractor ○ Joint Venture ○ Other (Explain)
3. Contract Information Contract Title: WESTSIDE V - PART 1- 1.0 MILLION GALLON ELEVATED STORAGE TANK City Project No. 100378 Original Contract Price: $2,752,000.00 *(Award Amount)* Final Contract Price: $2,543,432.00 *(to include all modifications, if applicable)*	Contract Location: Fort Worth, Texas *(All dates in mm/dd/yy)* Award Date: 12/20/18 Contract Completion Date: 06/07/20 Actual Substantial Completion: 06/10/20 Actual Completion Date: 03/30/21 Explain Differences: Landmark's value engineering proposal was implemented. Change orders included modifications to the electrical scope of work.

CLIENT INFORMATION (CLIENT TO COMPLETE BLOCKS 4-7)

4. Client Information	**5. Describe client's role in the project:**
Name: Jeni Tatum Title: Project Manager Phone Number: 817 339 2282 Email Address:	Consultant (Kimley-Horn) Project Manager for City of Fort Worth project.
6. Date Questionnaire was completed (mm/dd/yy): 10/26/22	**7. Client's Signature** Jenifer Tatum Digitally signed by Jenifer Tatum DN: C=US, E=jenifer.tatum@kimley-horn.com, O=Kimley-Horn, CN=Jenifer Tatum Date: 2022.10.26 16:51:57-05'00'

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CON CE.

a) Ability to meet quality standards specified for technical performance	E	(VG)	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	(VG)	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	(VG)	S	M	U	N
d) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	(VG)	S	M	U	N
e) Overall customer satisfaction	E	(VG)	S	M	U	N
f) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	(VG)	S	M	U	N
g) Knowledge/expertise demonstrated by contractor personnel	E	(VG)	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	(VG)	S	M	U	N
i) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	(VG)	S	M	U	N
j) Would you hire or work with this firm again? *(If no, please explain below)*	(Yes)			No		
k) In summary, provide an overall rating for the work performed by this contractor.	E	(VG)	S	M	U	N

LJA ENGINEERING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPELS F-1386 TBPELS 10110501

July 3, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

Re: City of Port Arthur
2.5-MG Elevated Storage Tank

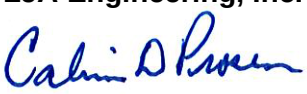
To Whom It May Concern:

In April 2016, Landmark Structures was awarded the project of constructing a 2.5MG Elevated Water Storage Tank in Port Arthur, Texas. The project remained on schedule and was completed under budget. The tank has been online for more than a year and passed the first annual inspection without complications. (*Note, this project was designed and completed while I was employed at Arceneaux Wilson & Cole, LLC*).

Over my career, I have personally worked with Landmark Structures on several elevated tank projects. Their commitment to quality, workmanship, safety, and everything you want on a project are exceptional. This commitment is shown throughout their work force from the bottom to the top and comes through in their product.

We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high-quality elevated tank that meets design criteria and is visibly appealing.

Sincerely,
LJA Engineering, Inc.



Calvin D. Prosen, PE
Vice President

B&K CONSTRUCTION COMPANY, LLC

October 1, 2018

RE: Elevated Storage Tanks
Water Hammer Mitigation
Orleans Parish, Louisiana
S&WB Contract Number 1395
B&K Job Number 3801

Dear Sir or Madam:

Landmark Structures was subcontracted by our company on the above reference project to construct two composite water tanks with two million gallons capacity per each. Landmark has been a pleasure to work with on this project and has exceeded our expectations. During the bidding process, they were extremely helpful in answering our questions and providing us with a detailed quote with all of the items thoroughly noted that we were to perform with the water tanks. They mobilized to the project on time and performed all of the work with professional field and office staffs. They promptly priced all change orders and reasonably priced them. All of the work was completed on time and all punch list items have been corrected in a timely manner. The water tanks look amazing and the owner is very happy with the quality of them. We would not hesitate to use Landmark on our future projects and we strongly recommend them for other contractors and owners.

Sincerely,
B&K CONSTRUCTION COMPANY, LLC

Blake Andrews
Vice President

1905 Highway 59 ◆ Mandeville, La 70448 ◆ (985) 626-1866 ◆ Fax (985) 626-9710
www.bkconst.com

PARKHILLSMITH&COOPER

January 23, 2013

To Whom It May Concern

I currently have three composite elevated storage tanks under construction in West Texas. Two of the tanks are 1,000,000 gallons and the other is a 2,000,000 gallon. The two smaller tanks are typical design, bid, build projects. Landmark was really helpful during the design stage of the project and then ended up being the low bidder by a considerable amount. They have been very good to work with during the construction phase and the project is ahead of schedule.

The 2,000,000 gallon tank was a last minute project that had a very restricted timeline. We were able to handle this job as a design build project because of the accelerated schedule. Although Landmark was aware of our schedule and position, they bid the project and it was on budget and they were much lower than any of the other contractors that submitted pricing. Most of the contractors were adamant that there was not enough time to do the project much less within the budget. Landmark is ahead of schedule and we have not had any problems to date.

I just want to say thank you to Landmark for helping in all phases of the projects and standing behind their numbers and schedules. They have been a pleasure to work with and I look forward to future projects that I hope they are a part of.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
Zane Edwards, P.E.
Firm Principal

ZE/lf
R:\Clerical\Letters\ZE\Landmarkltr.doc

City of Garden Ridge Department of Public Works
9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
(210) 651-6831
Fax: (210) 651-9638

January 25, 2013

To Whom It May Concern:

The City of Garden Ridge, TX had a 1 million Gallon Composite Tank built by Landmark Structures in 2011. I would like at this time to express my complete satisfaction in entire construction process. All work was done professionally and was completed ahead of schedule and below budget. The workers and city personnel had good communication and any and all discrepancies that were found were corrected immediately. The work areas were kept clean and organized at all times. During construction, all equipment was very carefully moved around the site as an active water well was located within 50 ft of the new tank.

The City of Garden Ridge would like to have Landmark Structures do work for us again if the need arises. We look forward to many years of service from our new tank.

Sincerely

Royce E. Goddard
Public Works Director
Garden Ridge, Texas
(210) 347-3380 (C)

CITY OF HORSESHOE BAY

January 28, 2013

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

RE: City of Horseshoe Bay
1MG Elevated Storage Tank
0.75MG Elevated Storage Tank

To whom it may concern:

In December 2009, Landmark Structures was awarded the project of constructing a 1MG Elevated Water Storage Tank in West Horseshoe Bay. The project remained on schedule and was completed under budget. The tank has been online for more than a year and passed the first annual inspection without complications.

In September 2012, Landmark Structures was awarded the contract to construct a 0.75MG Elevated Water Storage Tank at Summit Rock in Horseshoe Bay. The construction on this tank is approximately 20% complete, on schedule and expected to be online in October 2013.

We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high quality elevated tank that meets design criteria and is visibly appealing.

Yours truly,

Jeff Koska
Utilities Director

RE: 4.3 CONTENTS 2) c) Previous Project Performance iv) Provide five recent references who may be contacted to verify performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

Find below five recent references to verify the performance of Landmark Structures in similar services.

Project Name	Date Services Provided	Contact Information
Syracuse - Clearfield	3/31/2021	City of Syracuse – UT **Robert Whiteley** Public Works Director 801-614-9682 rcw@syracuseut.com
Lino Lakes II – Birch Street	9/1/2021	City of Lino Lakes **Rick DeGardner** Public Services Director 651-982-2400 rdegardner@linolakes.us
Gentry – Simmons Prepared Foods	7/3/2021	Simmons Prepared Foods **Luke Wright** Sr. Director of Engineering 479-752-8090 luke.wright@simfoods.com
Dallas – Cyrpress Waters	12/30/2019	Billingsley Company **Bill Walker** SVP – Development 972-820-2283
Port Arthur II – Terminal Road Tank	9/18/2018	City of Port Arthur – TX **Donald Stanton** Assistant Director of Utilities 409-983-8161 Donald.stanton@portarthurtx.gov

RE: 4.3 CONTENTS, 2) FIRM QUALIFICATIONS, PERSONNEL AND STAFFING (00420 Statement of Bidder's Qualifications), d) Quality of Service

d) Quality of Service

B-14 Availability Statement
B-15 Policies, Procedures, and Plans to Ensure Quality Services
    a. Quality Control/Quality Assurance SOPs
B-16 Statement of No Terminated Contracts

RE: 4.3 CONTENTS, d) Quality of Service: i) Company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK - Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract.

Landmark Structures fully intends to qualify for the proposed work, and we offer our assurance that adequate resources are available, and we are fully committed to ensure the successful completion of this project on time and on budget. **There is no concurrent or near future commitment that would impede our ability to perform this contract.**

RE: 4.3 CONTENTS 2) d) Quality of Service ii) Describe company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK policies, procedures and plans to ensure quality services (continuing education, ongoing training, internal quality practices, etc.)

CONTINUING EDUCATION AND ONGOING TRAINING

Landmark provides support and reimbursement for continuing education, ongoing training and certifications as needed. On a department-by-department basis, education and training is provided through annual conference(s), or in classes when required by the personnel's role.

Landmark facilitates entry into the construction industry by conducting training consisting of initial orientation (HR and Safety); monthly safety training (via UL's LearnShare online platform); face-to-face field operational instruction by certified safety personnel, site supervisors, and/or mentors; and specialized topical training (developed as process improvements require or as needs are identified).

Supervisors receive specialized training including: 2-Week Safety Bootcamp, CPR/First Aid, Reasonable Suspicion for Drug and Alcohol Abuse, Healthcare Insurance Portability and Accountability Act (HIPAA) training, and other supervisory topics, as identified.

2-Week Safety Bootcamp entails review of all written safety programs, expected daily/weekly/monthly deliverables, and intensive hands-on field training with safety personnel.

Landmark also completes on-site training as required by regulation or perceived need and where hands-on demonstration is required. Some of these include rescue training, climber training, rigging, signaling, traffic control, driver training, and suspended scaffolds. Specific equipment training is conducted for initial operator qualification and when there is an equipment-related accident or perceived need for re-training.

INTERNAL QUALITY PRACTICES & QUALITY POLICY, PROCEDURES AND PLANS

Landmark's customers are the reason we produce quality products and actively seek to continuously improve our people and processes. Our personnel commit to understand and follow the system of controls established in our quality management system. Every employee is responsible for identifying improvement opportunities and is empowered to participate in continuous personal and process improvements.

Landmark believes that quality cannot be inspected into our products rather, quality is the direct result of our corporate values: Safety Excellence, Accountability, Collaboration, Efficiency, Financial Stewardship, Integrity, and Personal Fulfillment.

An index of our QA/QC Manual and standard procedures (SOPs), in addition to our Concrete, Coating, and Steel Construction Quality Plans, are enclosed following this.

Quality Certifications

Our Landmark team is composed of highly experienced and certified experts. From procurement to fabrication to engineering to construction, Landmark has endeavored to employ qualified specialists in every segment.

Michael Faubel, Director of Technical Services and Quality, holds certifications with American Society for Quality (Certified Quality Auditor), National Ready Mixed Concrete Assoc. (Certified Concrete

Technologist IV), and Assoc. Materials Protection and Performance (Certified Coatings Inspector III). He currently sits on AWWA D102 and is current chair of American Concrete Institute 371 (Elevated Tanks with Concrete Pedestals) and ACI 305 (Specification on Hot Weather Concreting). In addition, Michael has been selected by industry colleagues to serve on several task groups for ASTM C09 (Standards and Methods regarding concrete and aggregate).

Matt Goldsmith, Coatings General Manager and site superintendent, is an American Welding Society CWI/ CWE and an API 653 inspector, in addition to his certification as a Certified Coatings Inspector III.

Nathan Lange and Tony Latham, Sr. Steel Managers, are American Welding Society Certified Welding Inspectors.

Tenured engineers at Landmark, Rolf Pawski, P.E., and John Grendzinski, P.E., are currently active on committees D100 and D107 of the American Water Works Association among several other relevant industry associations. Rolf Pawski, P.E., is well known for his significant contributions to AWWA standards, with over 50 years of engineering experience. He was a key member when the original codes and standards were drafted for Composite Elevated Tanks in the US. Rolf was a founding member and chair of committee ACI 371 at its genesis.
You may find the resumes of Michael Faubel, Matt Goldsmith, Nathan Lange, Rolf Pawski, P.E., and John Grendzinski, P.E. within Section 2 of our proposal, and uploaded separately.

QA/QC Staff

Our quality team specifically includes Michael Faubel, Jessica Martin, Niki Grimshaw, and Michael Kuehn.

Michael Faubel has ultimate accountability for quality in the organization, however all members on Landmark's team are responsible for quality processes, quality reporting, and supporting quality initiatives on a continuous basis.

Title: Index of QA/QC Manuals

Manual Number	Title	Document Information			
		Implemented		Rev. No.	Rev. Date
MAN 15.3.00	INDEX	2014.10.27			
MAN 15.3.01	CORPORATE QUALITY MANUAL (CQM)	2012.04		-04-	2014.12.02
MAN 15.3.02	ASME SECT VIII Div. 1 U-STAMP / NBIC R-STAMP MANUAL	2012.07.23		-0-	2012.07.23
MAN 15.3.03	API Q1 QUALITY SYSTEM MANUAL (12F MONOGRAM)	2012.07.23		-0-	2012.07.23
MAN 15.3.04	QUALITY MANUAL – SHOP FABRICATION Landmark Fabrication LP Decatur, TX	2012.07.23		-01-	2014.11.03
MAN 15.3.05	QUALITY MANUAL – SHOP FABRICATION Landmark Industrial Services, ULC Ponoka, AB	2015.02.26		-0-	2015.02.26
MAN 15.3.06	PROJECT QUALITY ASSURANCE PLAN	2015.03.05		-0-	2015.03.05
MAN 15.3.07	SITE QUALITY CONTROL MANUAL	2015.03.05		-0-	2015.03.05

Title: Index of QA/QC Standard Operating Procedures (SOPs)

SOP Number	Title	Document Information			
		Implemented		Rev. No.	Rev. Date
SOP 15.4.00	INDEX				
SOP CAL-001	EQUIPMENT CALIBRATION PROCEDURE	2012.07.23		-03-	2015.04.16
SOP CAL-002	CALIBRATION PROCEDURE - STEP GAUGE	2012.07.31		-01-	2015.04.08
SOP CAL-003	CALIBRATION PROCEDURE - V-WAC GAUGE	2012.07.31		-01-	2015.04.08
SOP CAL-004	CALIBRATION PROCEDURE - DIAL INDICATOR	2012.07.31		-01-	2015.04.08
SOP CAL-005	CALIBRATION PROCEDURE - PRESSURE GAUGE	2012.07.31		-01-	2015.04.08
SOP CAL-006	CALIBRATION PROCEDURE - ANGLE FINDER	2012.07.31		-01-	2015.04.08
SOP CAL-007	CALIBRATION PROCEDURE - SQUARE	2012.07.31		-01-	2015.04.08
SOP CAL-008	CALIBRATION PROCEDURE - LEVEL	2012.07.31		-01-	2015.04.08
SOP CAL-009	CALIBRATION PROCEDURE – FEELER GAUGE	2012.07.31		-01-	2015.04.08
SOP CAL-010	CALIBRATION PROCEDURE - TAPE MEASURE	2012.07.31		-01-	2015.04.08
SOP CAL-011	CALIBRATION PROCEDURE - MIL SHIMS	2012.07.31		-01-	2015.04.08
SOP CAL-012	CALIBRATION PROCEDURE - DIAL / DIGITAL THERMOMETER	2012.07.31		-01-	2015.04.08
SOP CAL-013	CALIBRATION PROCEDURE - O.D. MICROMETER	2012.07.31		-01-	2015.04.08
SOP CAL-014	CALIBRATION PROCEDURE - TES-TEX MICROMETER	2012.07.31		-01-	2015.04.08
SOP CAL-015	CALIBRATION PROCEDURE - JIG / FIXTURE	2012.07.31		-01-	2015.04.08

SOP Number	Title	Document Information			
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SOP CAL-016	CALIBRATION PROCEDURE - CALIPER	2012.07.31		-01-	2015.04.08
SOP CAL-017	CALIBRATION PROCEDURE - EXTECH DIGITAL PSYCHROMETER + IR THERMOMETER	2013.01.17		-01-	2015.04.08
SOP CAL-018	CALIBRATION PROCEDURE - POSITEST DFT MIL GAUGE	2012.07.31		-01-	2015.04.08
SOP QA-001	DEVELOPMENT OF ITPs & QUALITY PLANS	2012.07.23		-0-	
~~SOP QA-007~~	SEE SOP 15.4.19				TO BE DELETED 2016
SOP QA-008	CORPORATE QUALITY POLICY AND OBJECTIVES COMMUNICATION	2014.12.02		-01-	2015.09.23
SOP QA-010	NONCONFORMANCE PROCEDURE – SHOP OPERATIONS	2012.07.23		-01-	2014.11.03
SOP QA-012	VENDOR REQUIREMENTS PROCEDURE	2012.07.25		-0-	
SOP QA-015	MATERIAL IDENTIFICATION PROCEDURE	2012.08.06		-0-	
~~SOP QA-016~~	SEE SOP 15.4.21				TO BE DELETED 2016
~~SOP QA-017~~	SEE SOP 15.4.20				TO BE DELETED 2016
SOP QA-018	PLATE ROLL PROCEDURE	2012.08.06		-01-	2014.11.03
SOP QA-019	MATERIAL PRESS PROCEDURE	2012.08.08		-0-	
SOP QA-020	IRONWORKER PROCEDURE	2012.08.08		-0-	
SOP QA-021	API TANK FABRICATION PROCEDURE	2012.08.09		-0-	
SOP QA-022	API TANK INSPECTION PROCEDURE	2012.08.13		-0-	
SOP QA-023	INTERIOR/EXTERIOR COATING QUALITY PROCEDURE	2012.06.26		-0-	
SOP QA-024	AIR TEST PROCEDURE – Shop-Fabricated Tanks	2013.12.09		-01-	2015.03.13
SOP QA-026	HYDROSTATIC TEST PROCEDURE – API SHOP TANKS – Shop Operations	2013.12.09		-02-	2015.11.17

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SOP QA-028	SEGREGATION OF ALLOYS AND CARBON STEEL – Shop Operations	2014.04.14		-0-	
SOP QA-029	MATERIAL STORAGE AND HANDLING PROCEDURE – Shop Operations	2014.11.06		-0-	
SOP QA-030	API 650 DIMENSIONAL TOLERANCES (API 650 Sec 7.5)	2015.03.13		-0-	
SOP 4.12.01	LIQUID PENETRANT TEST PROCEDURE	2013.10.14		-01-	2015.11.24
SOP 4.12.02	MAGNETIC PARTICLE TEST PROCEDURE	2013.10.14		-01-	2015.11.24
SOP 4.12.03	VACUUM BOX TEST PROCEDURE	2012.06.27		-02-	2015.11.24
SOP 4.12.04	LEAK TEST PROCEDURE – TANK FLOOR LINER PLATE	2015.03.13		-02-	2019.02.11
SOP 4.12.05	LEAK TEST PROCEDURE USING PENETRATING OIL (DIESEL)	2013.10.14		-01-	2015.11.24
SOP 4.12.07	REINFORCING PAD/ NOZZLE LEAK TEST PROCEDURE	2013.10.14		-01-	2015.11.24
SOP 4.12.14	RADIOGRAPHIC TEST (RT) PROCEDURE – API 650	2015.11.24		-0-	
SOP 4.12.24	GROUTING – TANK FLOOR LINER PLATE	2015.06.06		-02-	2019.02.11
SOP 15.4.01	MANAGEMENT REVIEW PROCEDURE (CQM)	2014.05.20		-0-	
SOP 15.4.02	MATERIAL CONTROL PROCEDURE (CQM)	2014.05.08		-0-	
SOP 15.4.03	VENDOR EVALUATION AND QUALIFICATION PROCEDURE (CQM)	2014.05.08		-0-	
SOP 15.4.04	INTERNAL AUDIT PROCEDURE (CQM)	2014.07.12		-0-	
SOP 15.4.05	NONCONFORMANCE PROCEDURE (CQM)	2014.07.12		-02-	2016.02.16
SOP 15.4.06	CORRECTIVE AND PREVENTATIVE ACTION PROCEDURE (CQM)	2014.07.12		-0-	
SOP 15.4.07	WELD REPAIR PROCEDURE	2015.02.10		-01-	2015.02.23
SOP 15.4.08	SEGREGATION PLAN - LIS	2014.12.03		-0-	

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SOP 15.4.09	NON-DESTRUCTIVE EXAMINATION PROCEDURE	2015.03.05		-0-	
SOP 15.4.10	CONCRETE QUALITY PLAN	2003.03		-05-	2016.01.04
SOP 15.4.11	VISUAL EXAMINATION PROCEDURE	2015.03.26		-0-	
SOP 15.4.12	COATING PROCEDURE – TANKS (API 12F, etc.)	2013.01.15		-01-	2015.04.07
SOP 15.4.13	SURFACE PREPARATION AND COATING APPLICATION – SSPC QP1 and/or QS1	2010.08.03		-02-	2015.09.14
SOP 15.4.14	COATING INSPECTION PROCEDURE	2015.09.20		-0-	
SOP 15.4.15	HYDROSTATIC TEST PROCEDURE – API 650	2015.09.18		-01-	2015.11.17
SOP 15.4.16	HYDROSTATIC TEST PROCEDURE – ASME	2016.01.05		-0-	
SOP 15.4.17	SETTLEMENT MEASUREMENT PROCEDURE	2015.12.15		-0-	
SOP 15.4.18	BOLT TORQUE PROCEDURE	2015.06.10		-0-	
SOP 15.4.19	MATERIAL RECEIVING INSPECTION PROCEDURE	2012.07.23		-02-	2016.02.23
SOP 15.4.20	PLASMA CUTTING PROCEDURE	2012.08.06		-02-	2016.02.23
SOP 15.4.21	FIRST ARTICLE INSPECTION PROCEDURE	2012.08.06		-02-	2016.02.23
SOP 15.4.22	REPAIR PROCEDURE – CONCRETE SURFACE DEFECTS	2019.05.08		-0-	2019.05.08
SOP 15.4.23	REPAIR PROCEDURE – SURFACE CLEANING DUE TO OIL	2019.08.08		-0-	2019.08.08
SOP 15.4.24	REPAIR PROCEDURE – REMOVE AND REPLACE RINGBEAM FILL	2022.xx.xx		-0-	
SOP 15.4.25	ARCHITECTURAL CONCRETE PEDESTAL REVIEW – CONC SERV	2022.xx.xx		-0-	
SOP 15.4.26	ROLES AND RESPONSIBILITIES – CONC SERV	2022.01.03		-0-	
SOP 15.4.27	CONCRETE SUBMITTAL AND P.O. PROCESS – CONC SERV	2022.xx.xx		-0-	
SOP 15.4.28	STAINLESS STEEL CLEANING AND TREATMENT	2022.03.22		-0-	

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				-0-	

1.0 PURPOSE

This document describes quality assurance and quality control measures with respect to construction procedures, concrete supply and operations, formwork removal, and general compliance with project specifications.

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3.0 RESPONSIBILITIES

A. Unless otherwise designated by a Landmark PM, the Landmark Site Superintendent is responsible for ensuring this Quality Plan is implemented and properly followed.

B. The Landmark Site Superintendent shall designate a qualified person(s) to perform construction control measurements, tests, and observations. Measurements and data shall be recorded in the job field book, dated and initialed, and transferred to appropriate record forms in a timely manner.

4.0 EHS REQUIREMENTS

4.1 All PPE must be suitable for the work and in compliance with Landmark and client safety standards.

4.2 All work shall be conducted in accordance with approved safety procedures.

5.0 FOUNDATION – FORM SYSTEM TYPE, DIMENSIONAL CONTROL, AND CONCRETE PLACEMENT

5.1 Shallow ('Mat') foundations and pier/pile caps are typically formed by use of;

A. Sta-form sacrificial metal form panels supported by rebar stakes driven into firm sub-grade or a concrete seal slab, or

B. Temporary wood or metal form panels, which require removal following placement which shall be properly supported by firm sub-grade or a concrete seal slab.

5.2 Top-of-foundation elevation is determined by utilizing a semi-automatic level and an established benchmark.

5.3 The following controls are implemented prior to and during construction operations:

A. Elevation and dimensional checks to verify accordance with IFC (Issued for Construction) drawings.

B. IFC drawings and field as-formed dimensions checked to verify calculated concrete quantity.

C. IFC drawings and field installations checked to verify correct placement of reinforcement, embedments, and blockouts.

6.0 EQUIPMENT ERECTION – CRANE TOWER AND FLOATING SCAFFOLD

6.1 Applicable Hazard Identification and Risk Assessments (HIRAs) are reviewed in full with the crew prior to beginning the erection of the central crane tower and work platform (aka floating scaffold).

7.0 SUPPORT WALL (PEDESTAL) – FORM SYSTEM AND DIMENSIONAL CONTROL

The support wall form system is a rigid wood form with a fiberglass surface incorporating an architectural relief pattern and through-wall ties.

7.1 Level alignment and elevation of the forms is measured, monitored and adjusted utilizing a semi-automatic level and an established benchmark.

7.2 Radial control of the wall form is maintained by measuring from a centrally located vertical laser or center-point benchmark to the exterior form face at each vertical form joint location.

7.3 Wall thickness is controlled by installing steel spacers spanning the interior and exterior faces of the wall forms.

A. Spacers are located circumferentially at the top of the form.

7.4 The following controls are implemented prior to and during construction operations:

A. Wall Thickness - At completion of form erection and prior to concrete placement of the first lift, measurements of nominal wall thickness are made and correct positon of form spreaders is checked to verify accordance with IFC drawings and specification tolerance.

B. Radial Position of Forms - Radial dimension checks at the exterior form face to verify accordance with IFC drawings and specification tolerance. Radial measurements are recorded at completion of form jump and prior to subsequent concrete placement.

C. Vertical Position of Forms - Elevation checks are made at the top edge of the form utilizing an automatic level and an established benchmark to verify accordance with IFC drawings and specification tolerance.

D. Wall Plumbness - Vertical plumb is checked at least every 5th wall lift using a transit set up a given distance from the pedestal at two points 90 degrees apart.

E. Placement of Reinforcement, Embeds and Blockouts – At least 2 crewmembers (one of which shall be the Landmark Site Superintendent or Site crew Leadman) shall independently ensure that placement of reinforcement, embeds, and blockouts is checked and verified in accordance with IFC drawings.

F. Temporary bulkheads – temporary steel plates and angles are placed at strategic points in the wall to allow for individual batch consistency throughout wall height.

G. As-Built Radial Dimensions – Following form removal, as-built radial dimension checks are made to verify accordance with IFC drawings and specification tolerance.

H. Radial Dimension Adjustment - Radial dimension adjustment, in any individual lift, shall not exceed ¼" from the previous lift, at any given location, without authorization from Landmark management.

I. Out-of-Tolerance - Any deviation from the theoretical radius exceeding ½" in any one lift is reported immediately and no further concrete placements shall proceed until authorized by Landmark management.

J. When a mock-up panel is required by project specification or by Landmark management it may be represented by either;

i. A set of forms independent of the support wall measuring a minimum dimension that includes a similar form pattern to the support wall. (typ. 7' tall x 8' wide) or,

ii. The first support wall placement with the agreement of the Client. (typical if first placement is substantially below grade)

When a mock-up panel is planned, the Landmark superintendent shall review and follow the procedure described in Mock-up Panel Procedure

8.0 SUPPORT WALL (PEDESTAL) – ARCHITECTURAL CONCRETE WALL PLACEMENT

8.1 The following controls are implemented prior to and during architectural concrete placement operations:

A. Batch Plant Capability - The superintendent will calculate total yards required, size of each batch/load, and visit the plant during batching until he is satisfied with supplier capabilities regarding batch to batch consistency.

B. Batch Tickets - Batch tickets are required and used to verify correct mix design no. and batch weights (if available) prior to placing the concrete.

C. Total Water Content per Yard – Prior to placing the concrete, the total water, per cubic yard, of each load is calculated using batch weights and/or 'hold-out water' indicated on the delivery ticket. This maintains consistency between batches. The superintendent carefully judges the variance between loads and contacts Landmark management if out of tolerance.

D. Observation and Performance of Concrete Testing - Tests for slump, Concrete and air temperature, air-entrained content, and unit weight (when required) shall be performed by qualified personnel per ASTM C1077. Test results shall be immediately reported to the Landmark Site Superintendent and noted. If discrepancies are observed in test methods, Landmark personnel will request a re-test.

i. Re-testing – Landmark Site Superintendent, at his discretion, will require a retest by the testing lab personnel, or perform independent air content, temperature or slump testing at any time the methods or results of the third party testing lab are in question.

E. Cylinders are cast per ASTM C31 and as required by project specification. In the absence of direction from the specification or Client, Landmark will direct the testing lab accordingly as follows;

1. Although check-tests may be made from the first portion of the load, a sample shall be taken from the middle portion of the load to cast cylinders.

2. After the first 50 cubic yards is delivered additional samples and testing shall be performed every 100 cubic yards, or portion thereof.

3. Cylinders are cast out of a sample taken from a randomly selected truck within the first 50 cubic yards delivered. The first truck is often the load tested and cylinders cast.

- Landmark accepts the use of 4x8" or 6x12" cylinders.

- Unless directed otherwise, a minimum of 8 cylinders are cast per sample. A typical testing schedule as directed by Landmark for strength assessment follows;

  1-3 days – 2 cylinders
  7 days – 2 cylinders
  28 days – 2 cylinders *(3 cylinders if 4x8" are used)*
  At least 2 "spare/hold" cylinders which may be tested at ages earlier or later than 28 days.

4. Additional check-tests shall be performed at the superintendent's discretion to insure control of material.

F. Reporting - Data regarding concrete placement and testing is recorded on the Concrete Control form. *See Record Form QA_Ped3*

9.0 SUPPORT WALL (PEDESTAL) – CONCRETE STRENGTH DETERMINATION

9.1 Contract specifications generally require a third party to test the concrete compressive strength to determine compliance with 28 day design requirements. Landmark may employ additional methods to establish in-situ strength of concrete in the support wall at ages prior to 7 days.

9.2 Any of the following methods may be used by Landmark to establish in-situ concrete strength:

A. ASTM C39 *Test Method for Compressive Strength of Cylindrical Concrete Specimens*;

Additional cylinder(s) may be cast and field-cured. Cylinders are tested prior to form removal, typically the following day, to insure concrete has attained the established benchmark strength. Landmark has significant experience using 6"x12" & 4"x8" cylinders for compressive strength testing. Results from either should be considered accurate given they are cast, protected, and tested in accordance with ASTM C31 & ASTM C39.

B. The following controls are implemented during construction operations using the cylinder strength method:

   i. Compressive Strength – Landmark Site Superintendent verifies the reported cylinder strength meets the form removal criteria.

C. ASTM C1074 *Standard Practice for Estimating Concrete Strength by the Maturity Method*

A strength-curve graph correlating cylinder compressive strength to maturity factor (TTF) is developed from the results of historical data or the Strength Calibration Procedure. Landmark interpolates the graph to confirm the maturity factor (TTF) has achieved the minimum value corresponding to the established benchmark strength.

The following controls are implemented during construction operations using the maturity method:

   i. Mix Design Verification - A Strength Calibration Procedure is performed and results are recorded which generate a strength-curve graph prior to implementing consecutive-day concrete placements on the support pedestal. *This is generally performed at the same time as the mock-up panel, but may be performed in the first few lifts as the form removal schedule is not typically daily at this point in pedestal construction.*

   ii. Thermocouple Probes - Thermocouple probes are installed in the wall prior to initial set of the concrete.

   iii. Correlate and Verify Early Age Strength - The calculated maturity factor (TTF) or PSI estimation provided by the meter demonstrates acceptable concrete strength prior to form removal. The maturity factor or estimated PSI is recorded on the Concrete Control form.

   iv. Strength Verification Using Strength Curve - Landmark Site Superintendent verifies the reported maturity factor (TTF) or estimated compressive strength (PSI) meets the form removal criteria.

   v. Recording Data Ongoing – The maturity meter remains in-situ and records throughout the form jump process – the last form to be jumped is the interior form where the thermocouples are positioned. The maturity factor (TTF) or estimated PSI is recorded prior to jumping the last interior form.

vi. Any significant anomalies noted in maturity results are immediately reported and no further concrete placements proceed until authorized by Landmark management.

9.3 When previous experience with a specific mix design or combination of materials exists, Landmark has an established procedure to insure that the calibration curve from a previous project aligns with current mix design performance. This generally does not require that a completely new calibration test is performed.

9.4 At all times, the Landmark Site Superintendent will make all decisions regarding safety and quality in the use of concrete in a placement, form removal, and proceeding with a scheduled placement.

10.0 SUPPORT WALL (PEDESTAL) – EARLY AGE FORM REMOVAL CRITERIA

10.1 Form removal will proceed once the governing criteria have been satisfied. The governing criteria are established by one of the following:

A. Use of early-age strength determination methods as documented and outlined in this quality plan. *See Record Form QA_Ped2*

B. Job-specific correspondence written and sealed by the Landmark Engineer of Record and included with this quality plan, or

C. Form removal criteria in accordance with the project specifications or contract.

10.2 Landmark engineers have determined that 1000 psi compressive strength is sufficient to avoid damaging the formed surface and it also exceeds the 800 psi compressive strength structurally necessary to proceed with subsequent placements.

10.3 Note: Execution of form removal is a function of concrete strength, <u>not elapsed time</u>, and shall be at the discretion of Landmark personnel. The superintendent shall employ measures incorporated in this quality plan to insure governing criteria are satisfied prior to form removal.

11.0 DOME SLAB – FORM SYSTEM AND DIMENSIONAL CONTROL

11.1 The form system for the dome floor is a rigid wood form with a fiberglass surface.

11.2 The exterior form is anchored to the top lift of the support pedestal with through-wall ties.

11.3 Level alignment and elevation of the exterior form is established utilizing a semi-automatic level and an established benchmark. Radial control of the exterior form is achieved by measuring from a centrally-located vertical laser or center-point benchmark to the face of the exterior form at each form joint location.

11.4 The underside of the dome is formed with curved panels that span from brackets bolted through the top lift to an adjustable shoring ring atop the central support tower. Elevation of the dome form is controlled by adjusting the central shoring ring to the designed elevation which is verified using a semi-automatic level and an established benchmark.

11.5 The following controls are implemented prior to and during construction operations:

A. Radial Position of Forms - Radial dimension checks at the exterior form face to verify accordance with IFC drawings and specification tolerance. Radial measurements are recorded at completion of form jump and prior to subsequent concrete placement.

B. Vertical Position of Forms - Elevation checks are made at the top edge of the form utilizing an automatic level and an established benchmark to verify accordance with IFC drawings and specification tolerance.

C. Vertical Rise of the Dome slab - Vertical rise of the dome is verified by either:

i. Stretching a string line taut at the top-of-wall elevation across the diameter of the pedestal and measuring the distance from top-of-wall to the underside of dome at tank center, or

ii. Using a semi-automatic level to establish the height from top of wall elevation to the underside of dome at tank center.

D. Dome Slab Thickness - Verifies the dome inserts and screed will produce the specified dome thickness.

E. Record As-Built Dimensions - As-built radial dimensions and elevation of underside of dome at tank center is recorded prior to concrete placement.

F. Reporting - Data regarding concrete placement and testing is recorded on the Concrete Control form. *See Record Form QA_Ped3*

12.0 PROTECTION AND CURING OF CONCRETE

12.1 Landmark follows the recommendations provided in ACI 308.R, as applicable.

A. Curing compound can significantly affect aesthetics and, therefore is not used on exposed vertical surfaces designated as architectural concrete unless directed by client and approved by project management.

12.2 Based on project conditions and specification requirements, the Landmark Site Superintendent implements the following curing practices after concrete placement and finishing operations:

A. Membrane curing compound, wet burlap, plastic sheeting, or other practical curing methods may be used on exposed non-architectural

concrete surfaces such as top-of-foundation and exterior (top-of-dome slab) surface.

B. Surface temperature of accessible concrete following form removal is checked and recorded. Surface or infrared thermometers may be used to check exposed concrete surfaces at specific time intervals. Results are recorded on the Concrete Control Form.

C. Ambient air temperature readings near the structure, surface concrete temperature, and monitors embedded in the concrete (if using maturity meter) are checked. Results are recorded on the Concrete Control Form.

13.0 CONCRETE PLACEMENT IN ADVERSE WEATHER

During adverse weather such as heavy precipitation, measures are taken to protect exposed concrete from physical damage following placement and finishing.

13.1 The following controls are implemented prior to and during construction operations in adverse weather conditions:

A. Available means and technology to determine the likelihood of adverse weather affecting the placement. Includes use of web-based radar, local news reports, local weather office, and use of site-based devices.

B. Plastic sheeting or other protective coverings used to prevent physical damage to exposed concrete surfaces.

C. Items used to protect concrete shall be available at the site, prior to adverse conditions and in sufficient quantity, to protect fresh concrete that may be damaged.

14.0 COLD WEATHER CONCRETING

14.1 In the event of “cold weather concreting” conditions, Landmark procedures incorporate the recommendations of ACI 306.1.

A. Insulating Blankets – construction-grade insulated blankets are used to protect concrete surfaces from freezing temperatures and maintain the heat produced by the concrete hydration process.

i. When insulated blankets are used on a foundation or dome slab placement that is more than 24” (2 ft.) thick in least dimension removal of blankets from the concrete surface is performed in a systematic manner to regulate the decrease in concrete temperature over time.

B. Insulated Wall Forms – architectural wall forms are manufacturer-insulated with closed-cell insulating foam securely attached to the form exterior.

C. Supplemental Heat Sources – projects and conditions are assessed for use of supplemental heating. Supplemental heating is typically indirect-fired or high-wattage electrical equipment designed and approved for such use and placed near the concrete to maintain temporary heating of the forms or concrete itself

D. Insulated forms, insulated blankets, and supplemental heat are often combined for use in severe cold weather conditions.

14.2 The following controls are implemented prior to and during construction operations in cold weather conditions:

A. Concrete Placement Temperature - place concrete at a temperature which mitigates risk of freezing prior to initial set (500 psi). Generally, minimum concrete temperatures are as indicated in ACI 306.

i. *Concrete temperatures lower than specified may be allowed only after due consideration and planning involving Landmark construction management group. For example: lower placement temperature is acceptable if supplementary heating is utilized after placement OR an if an extended period of time (>3 days) is anticipated prior to form removal.*

B. When the ambient temperature is below freezing at the time of placement the top of the formed architectural concrete wall is covered immediately following finishing operations of each bulkhead section.

C. Ambient air temperature readings near the structure, surface concrete temperature, and monitors embedded in the concrete (if using maturity meter) are checked. Results are recorded on the Concrete Control Form.

D. Strength and Temperature Criteria for Form Removal - the criteria in 9.0 & 10.0 above shall be followed and ambient conditions must be acceptable prior to beginning form removal.

E. Strength for Termination of Protection - the guidelines in *Concrete Strength Determination for Formwork Removal* above shall be followed and concrete must achieve sufficient strength required by governing criteria for termination of protection.

14.3 Based on substantial cold-weather construction experience and discussion with concrete industry resources, Landmark defines the following criteria for construction operations in cold weather conditions:

**Note: The ability to batch and deliver concrete successfully in cold weather is largely regional and relies heavily on the capabilities of the supplier. For example, concrete producers in northern states are accustomed to several months of cold weather annually and are equipped to batch in frigid temperatures with enclosed plants and heated water, thus allowing concrete placement in temperatures well below freezing. Producers in the southern states typically have not invested in the same protections. Therefore, it can prove difficult to batch concrete in the south when temperatures get below*

28F at the time of batching. Generally if concrete can be batched, Landmark has the processes and capability to place and protect the concrete properly.

A. Concrete Placement Temperature

i. Concrete temperature at the point of delivery shall be per ACI 306 (50-55 F min), unless supplemental heat is used.

ii. If supplemental heat is used for at least 24 hrs after placement, then concrete temperature at placement shall be minimum 40 F.

B. Ambient Placement Temperature

If,

i. Daily low temperature above 32 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – No protection required. Insulated wall forms may be used.

ii. Daily average temperature above 35 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – No protection required. Insulated wall forms may be used.

If,

iii. Daily low temperature 25 F – 31 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – Insulated covering required on exposed concrete surfaces.

1. Cover shall not be removed for a minimum of 48 hrs after placement or until concrete has attained sufficient strength based on element size and type.

iv. Daily average temperature below 35 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – Insulated covering required on exposed concrete surfaces.

1. Cover shall not be removed for a minimum of 48 hrs after placement or until concrete has attained sufficient strength based on element size and type.

If,

v. Daily low temperature 10 F – 24 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – Supplemental heat and Insulated covering required on exposed concrete surfaces. Landmark Site

Superintendent shall review concrete protection with Landmark management and Owner prior to placement.

1. Supplemental heat shall not be removed for a minimum of 24 hrs after placement and insulated covering shall not be removed for a minimum of 72 hrs after placement or a minimum of 24 hours after removal of supplemental heat whichever is longer.

vi. Daily average temperature 20 F - 32 F from time of placement out to 72 hrs (or until concrete has attained sufficient strength based on element size and type) – Supplemental heat and Insulated covering required on exposed concrete surfaces. Landmark Site Superintendent shall review concrete protection with Landmark management and Owner prior to placement

1. Supplemental heat shall not be removed for a minimum of 24 hrs after placement and insulated covering shall not be removed for a minimum of 72 hrs after placement or a minimum of 24 hours after removal of supplemental heat whichever is longer.

If,

vii. Daily low temperature below 10 F from time of placement out to 72 hrs – Landmark will not place concrete without a documented plan which includes all protection above ***in addition to*** input from Landmark management, Concrete supplier QC, and Owner.

viii. Daily average temperature below 20 F from time of placement out to 72 hrs – Landmark will not place concrete without a documented plan which includes all protection above ***in addition to*** input from Landmark management, Concrete supplier QC, and Owner.

15.0 HOT WEATHER CONCRETING

15.1 During “hot weather concreting” conditions, Landmark procedures incorporate the recommendations of ACI 305.

15.2 The following controls are implemented prior to and during construction operations in hot weather conditions:

A. Monitor Total Water Content – monitors and controls total water content of batched concrete mix design to insure the maximum specified water-cement ratio is not exceeded.

B. Concrete Placement Temperature – concrete is placed at temperatures conducive to quality placement and in accordance with ACI 305, which notes a maximum concrete temperature at placement of 95 F, unless otherwise allowed by the purchaser *(Landmark)*.

C. Control of rapid evaporation - When conditions create a potential for excessive bleed-water evaporation, additional controls include covering the top of the wall with a light-colored poly or using an approved liquid evaporation retardant immediately following concrete placement and finishing operations.

D. Strength Criteria for Form Removal - the criteria in 9.0 & 10.0 above shall be followed prior to beginning form removal.

16.0 RECORDS

16.1 Records of as-built measurements and construction control data shall be documented in the field book or on the applicable data forms in a timely manner.

16.2 As-built records may be requested by the Owner on completion of construction. Construction control data is the sole property of Landmark.

17.0 REFERENCES AND RELATED DOCUMENTS

- ACI 303, 305, 306, 308 - current editions
- Inspection and Test Plan (as applicable)
- IFC Project Drawings

18.0 ATTACHMENTS

Form QA_Ped1	Strength Calibration Procedure
Form QA_Ped2	Strength Curve
Form QA_Ped3	Concrete Placement Control
Form QA_Ped4	Dimensional Control

19.0 REVISION LOG

Revision Date	Next Review	Ownership	Rev #	Revision Details
2003-2012	As req	Quality	01-02	Implementation and prior uncontrolled revisions
2012..06.06	As req	Quality	-03-	Revised to re-format and add content.
2014.06.03	As req	Quality	-04-	Revised to re-format and add content.
2016.01.04	As req	Quality	-05-	Renamed from SOP 4.3.1 to SOP 15.4.10. Revised to re-format and add content.
2018.01.12	As req	Quality	-06-	Revised content Sect 14.
2021.07.22	As req	Quality	-06-reapp	Reviewed and re-approved

1.0 PURPOSE

This document establishes the procedure to perform coatings on a fabricated tank as required by specification, applicable industry standard or as directed by contract. This procedure typically applies to API tanks.

2.0 TOOLS

2.1 Calibrated Anvil Micrometer or Profile Gauge
2.2 Calibrated Dry Film Thickness, (DFT), Gage
2.3 Calibrated Hygrometer or Sling Psychrometer
2.4 Material Thermometer
2.5 Wet Film Thickness Gage
2.6 Holiday Detector

3.0 EQUIPMENT

3.1 Abrasive Blasting Equipment
3.2 Plural Component Airless Spray Pump
3.3 Airless Spray Pump
3.4 All Personal Protective Equipment Required
3.5 Air Compressor
3.6 Heater or Dehumidification Unit (as applicable)

4.0 PROCEDURE

4.1 **Interior Abrasive Blast Cleaning** (as applicable to shop or field) - Move tank to a suitable blasting location. Secure tank on rollers or on wood dunnage and verify that the tank is properly secured to prevent accidental rolling. Take necessary precautions, as specified or required, to properly contain dust, debris and overspray.

A. Prepare and stage blasting equipment in an efficient manner in order to optimize pressure and ensure that excess hoses aren't used.. Ensure that all specified and manufacturer recommended safe practices are utilized.
B. If aerial access is necessary such as staging, scaffolding, or lifts; ensure that all proper rigging and safety protocols are followed.
C. Mask off any items or areas of the tank that should not be blasted to prevent damage or accidental blasting.
D. Record atmospheric conditions at specified frequency on the coatings traveler or applicable inspection report.

E. Blast the interior of the tank per contract requirements and/or coatings manufacturer's recommendations.

F. During the blasting process randomly verify blast profile in accordance with specified methods and acceptable limits to assure proper profile is achieved.
G. After blasting process is complete remove blast media by suitable methods.
H. After "heavy" blast media has been removed, visually inspect tank to verify that the surface does not have any areas that require "touch-up" blasting.
   i. Blast as required and remove blast media.
I. Remove blast media dust by 'blowing down' and vacuuming interior.
J. After blasting and clean-up is completed, notify QC personnel or designee for inspection.
K. QC personnel will inspect the tank;
   i. For weld defects that are exposed during the blasting process and,
   ii. To ensure the tank has been properly blasted.
L. Using the specified method, ensure that profile depth or roughness is achieved. Record and report as specified. If replica tape is to be used, apply the replica tape to the coatings traveler or applicable inspection report in the designated location.

M. If weld repairs are required in the shop, the Fabrication Supervisor shall be notified and weld repairs completed and re-inspected.
   i. If weld repairs are required in the field, notify the Project Manager to ensure that repairs are scheduled.
N. Once QC personnel have re-inspected and approved the repair (and tested as required), spot blast the repaired area and prepare the tank for coating application. QC shall re-inspect the spot blasted repair prior to coating application.

4.2 **Interior Coating Application** (as applicable)

A. Prepare and stage coating application equipment in an efficient manner in order to optimize pressure and to ensure that excess hoses aren't used.. Ensure that all specified and manufacturer recommended safe practices are utilized.
B. Mask off any items or areas of the tank that should not be painted to prevent damage or accidental painting.
C. Record proper application start times on the coatings traveler or applicable inspection report.
D. Ensure all blast media dust and debris has been removed from tank interior. If specified, conduct proper cleanliness tests and record data on applicable report.
E. After tank preparation is complete, record completion time on the coatings traveler or applicable report.
F. Record atmospheric conditions at the location the work is being performed on the coatings traveler or applicable report.
G. Stripe coat interior welds and record the application method used on the traveler or applicable report.
H. Prepare to apply first coat of specified material to the inside of the tank and record the mixing time on the coatings traveler or applicable report. Ensure that the manufacturer's recommended mixing materials and procedures are adhered to.
I. Verify that the atmospheric conditions are still favorable for applying the specified material.

J. Apply first coat of the specified material per the contract requirements and/or manufacturer recommendations.
K. During the application of each specified coat, verify the wet film thickness using a WFT gage.
L. After the first coat is applied, verify all information required on the coatings traveler or applicable report is complete and accurate.
M. Follow and verify all specified dry, recoat or topcoat times in accordance with manufacturer or specified methods and procedures.
N. After appropriate dry times are verified as stated above, check the dry film thickness using the specified methods and proper equipment as necessary and record the results on the coatings traveler or applicable report.
O. Any repairs that are necessary shall be made in accordance with applicable written or specified repair procedures or manufacturer's recommended methods.
P. If a second coat is required or specified, record the atmospheric conditions and start times on the coatings traveler or applicable report.
Q. Apply second coat of specified material per the contract requirements and/or manufacturer recommendations. All applicable testing and verification processes shall be followed as stated above.
R. Perform holiday testing as specified and in accordance with specified methods to verify the coating does not have any pinholes or discontinuities and record results on the coatings traveler or applicable report.
S. Repair pinholes and discontinuities as required and in accordance with coating manufacturer recommendations or specified methods.
T. After interior coatings are completed, notify QC personnel for inspection.
U. QC personnel will inspect the tank;
    i. To ensure the tank interior has been properly coated.
    ii. To ensure that all specified processes were followed.
V. After QC personnel have approved the interior lining and all touch-ups (repairs) and tested as required, install all covers and doors. Ensure no damage is caused during this installation task.
W. If necessary, move tank to a suitable blasting location for exterior blast. Secure tank on rollers or on wood dunnage and verify that the tank is properly secured to prevent accidental rolling.

4.3 **Exterior Blast**

A. When the tank is moved from the interior lining area or shop fabrication, verify that tank is either set on rollers or on wood dunnage and verify that the tank is properly secured to prevent accidental rolling.
B. Follow all applicable techniques and procedures as stated above in section 4.1 or as specified.

4.4 **Exterior Paint**

A. Follow all techniques and procedures as stated above in section 4.2 as applicable for exterior application.
B. Notify QC personnel that the tank is ready for an exterior inspection.
C. QC personnel will inspect the tank;
    i. To ensure the tank interior has been properly coated.
    ii. To ensure that all specified processes were followed.

D. Ensure that no mechanical damage is caused to exterior coating system during movement, loading or cleaning activities. Repair any unavoidable damage and re-inspect prior to final shipment..

5.0 REPORTS

5.1 All coating activities shall be reported on a tank or project-specific coatings traveler.

6.0 REVISION LOG

Revision Date	Next Review	Ownership	Rev #	Revision Details
2013.12.09		Quality	-0-	Implementation
2015.03.13	As req	Quality	-01-	Reviewed and re-approved; re-formatted to standard
2015.09.14	As req	Quality	-02-	Revised as field and shop document

RE: 4.3 CONTENTS, d) Quality of Service: iii) If company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

Landmark Structures, I, L.P has never had a contract terminated or been dismissed due to alleged unsatisfactory performance.

RE: 4.3 CONTENTS, 3) Proposal Pricing/Delivery - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project as stated in the SCOPE OF WORK (Page 2).

Section 3: Proposal Pricing/Delivery

C-1 Pricing Proposal

6. PRICING PROPOSAL

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$3,987,000.00	$3,987,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$450,000.00	$450,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along the west of Bus. 281 from the City's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	1	LS	$300,000.00	$300,000.00
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$50,000.00	$50,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$215,000.00	$215,000.00
TOTAL					$5,002,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	**$10,000.00**
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	**$25,000.00**
TOTAL					**$35,000.00**

RE: 4.3 CONTENTS, 4) Contractor Background Information

Section 4: Contractor Background Information

D-1 Corporate Profile
D-2 Project Spotlights
D-3 Project Specific Organization Chart

RE: 4.3 CONTENTS, 4) Contractor Background Information - This section should include a description of the Proposer experience with other services similar to the one described herein.

Detailed information on our key personnel and their experience can be found in Section 2 of our proposal.

History

Landmark is an engineering and contracting company founded in 1974 and is the originator of the Composite Elevated Tank (CET). This innovation was a paradigm shift from the way elevated towers had traditionally been constructed, incorporating the use of a concrete pedestal to significantly reduce long-term maintenance costs.

Landmark's expertise in this type of construction led to the company passing the industry's established giants to become the market leader in high-capacity elevated storage construction throughout North America.

The Landmark philosophy is simple: Setting and advocating the highest standards delivered on several fronts:

- Comprehensive attention to detail.
- Dedication to collaborative project execution.
- Providing the best ownership cost.

Capability to Perform Project Requirements

Landmark is one of the largest and most experienced designers, constructors, and maintainers of steel storage tanks and is responsible for the majority of CET installations in North America. Our elevated tank experience includes projects over 3.5 million gallons and heights exceeding 250 feet. Landmark brings over 45 years of leadership to this project.

Landmark is a full-service contractor and self performs most of our work. Highly-skilled multi-discipline crews employ specialized construction processes, including a highly evolved system of concrete placement, precise assembly of steel plate and detailed coatings application.

Design / Build

As a design-build company, Landmark has a broader perspective on the engineering function, and takes ownership of its work right through to project completion. Our design, engineering and detailing staff are experts on the technical challenges that lie beneath the outwardly simple lines and shapes of tanks. We employ the most advanced tools and our expertise extends to related civil and mechanical systems.

Each project presents its own technical challenges. Landmark's design and engineering groups apply specific knowledge and resources to a wide range of issues, including:

- Finite Element models to assess dynamic forces in high seismic areas
- Non-linear buckling analyses to determine the optimum tank configurations
- Computational fluid dynamics (CFD) to design tank mixing systems
- In depth soil-structure interaction analysis to design the most efficient foundation solutions

Project Management

In addition to the precision of our work, and the value of our best cost solutions, performance is a key Landmark attribute.

It relates to how we perform for you, and to our dedication to collaborative project management, through execution, and the resolve to do things right. Beyond how we build, we recognize that how we work with clients and partners can determine the quality of a project, and the resulting referrals and repeat engagements that create long-term mutual success.

This philosophy accounts for our design-build orientation, in which we assume responsibility and manage all the concurrent functions to completion. Our approach to business is consistent, regardless of where it is in our extensive portfolio of capabilities.

Fabrication

Landmark's high-capacity steel tank and component operations incorporate the finest equipment, materials, and talent. Our extensive use of mill-primed steel plate eliminates mill scale and preserves the blast profile. Plus, the ability to roll wide plate to precise tolerances reduces welding requirements, simplifying production, and enhancing results.

Landmark has two state-of-the-art steel fabrication facilities strategically located to serve North America with highway and rail access, multiple staging locations and storage options on site. Locations in Decatur, Texas and Ontario provide launch points for turnkey custom component fabrication, all with the latest technology.

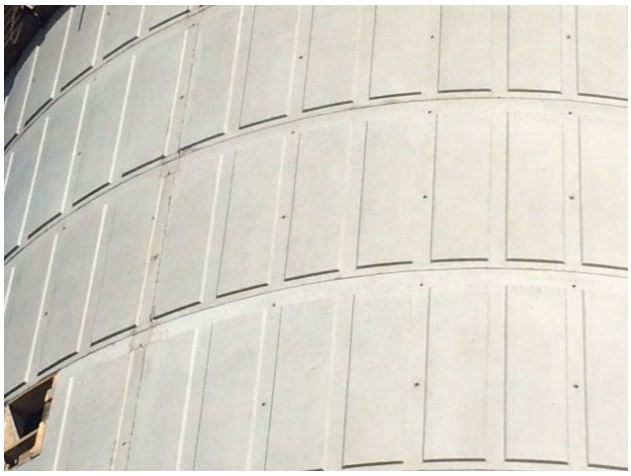
Landmark has a broad range of fabrication capabilities to meet the most demanding configurations and requirements. We set a higher standard for quality and productivity.

Site Development

Site selection, analysis and preparation are core competencies for Landmark, refined in civil work and hundreds of design-build projects over the past 45 years. Our knowledge of soil types, drainage and compaction requirements, and close work with geotechnical specialists enables us to provide valuable insights as well as execution on your project.

Foundation Engineering and Construction

Landmark places a significant emphasis on foundation design and engineering, as it provides an opportunity to precisely match a solution to site conditions, while also achieving a balance between functionality and cost. The most efficient recommendation, whether a concrete mat, piers, or other configuration, can provide good value for a project. Landmark has designed and built all types of foundations for composite elevated tanks as well as other projects.



Concrete Structures

Our skill in achieving architectural concrete is a testimony to Landmark's commitment to building concrete structures that combine aesthetic as well as functional excellence. Architectural concrete is comparable to pre- cast concrete in its precision and consistency, and since it is permanently exposed to view, the Portland Cement Association cites the special care required in the selection of concrete ingredients, forming, placing, consolidating and finishing to obtain the desired appearance. This is the standard that Landmark sets for its work.

With more than 10,000 wall placements and one million cubic yards of concrete placed, Landmark's concrete specialists are experts in managing mix designs, the critical impact of environmental conditions on the placement process, rigorous quality control procedures, and the all-important involvement of their supplier partners. The result is a superior track record in an area that has become a true specialty.

Steel Erection

Landmark carries the quality and refinements achieved in fabrication right through to steel erection on the project site, where we consistently implement process improvements for faster, safer and more accurate construction. Recent examples include the cable suspension of steel plate for welding and finishing, which eliminates the need for cumbersome jigs, reducing cycle time and increasing quality. Quality Control / Quality Assurance programs ensure exceptional weld quality in preparation requirements for coatings phase.

Specialty Coatings

Landmark has developed complete surface preparation and coatings services for all the structures that we design, build and repair. This commitment and Landmark's high standards of process and product quality means that you can depend on the Landmark coatings team and its fully equipped mobile crews for preparation and coating of virtually all types of steel structures, with a wide range of materials.

Mechanical Systems

Landmark's expertise in structures and storage extends to the piping and control systems that serve them. This ranges from the design and fabrication of stainless steel piping for water storage tanks and related tank mixing systems to their control valves, pump stations and monitoring equipment, and cathodic protection. It also includes the piping and controls associated with larger tank farms and systems, making Landmark an integrated resource for a wide range of projects.



Environment, Health & Safety

Landmark's commitment to safe workplaces and jobsites is enabled by a robust Environmental, Health & Safety (EHS) management system. It is designed to prevent harm to people, property and the environment, and is enthusiastically embraced by company principals, line management, employees and contractors. All are empowered and responsible for its success, based on three guiding principles:

- Clearly communicated expectations result in desired outcomes
- Goals and objectives align with defined standards and procedures
- Continuous improvement
- All incidents can be prevented by eliminating their causes

While Landmark's EHS policies are addressed in detail and integrated throughout work practices and procedures, they are managed with four key tools:

- Hazard Identification & Risk Assessment (HIRA)
- Site EHS Evaluation
- Root Cause Analysis
- Comprehensive EHS Training

The goal of Landmark's EHS management system is simple: Incident-free projects and workplaces that maintain the integrity of the environment, utilize attention and care to eliminate cost and delay, and above all, protect the quality of life and futures for those at work.

Safety is our primary commitment - always.

RE: 4.3 CONTENTS, 4) Contractor Background Information - This section should include a description of the Proposer experience with other services similar to the one described herein. ***This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation.*** *This section should also include information on your organization and staff assigned to the project.*

The following projects are similar jobs including scope and magnitude, cost, and customer contacts.

1.0 MG – CLOVIS

Project Owner: City of Clovis
Project Contact: Gordon Crawley

Contract Price: $2,460,000

Project Description: The design and construction of a 1.0MG CET, including site work, foundations, concrete pedestal, steel tank, coatings, mechanical, electrical, disinfection equipment, SCADA RTU, and associated appurtenances. In addition, the project included the construction of a re-use transmission pipeline.

1.5 MG – GENTRY – SIMMONS PREPARED FOODS

Project Owner: Simmons Prepared Food
Project Contact: Luke Wright

Contract Price: $2,800,000

Project Description: Construction of a 1.5 MG composite elevated storage tank completed with interior mechanical piping and valves, pump station and MCC center, electrical, elevated storage structural floors, exterior balcony, fencing, watermain/yard piping, grading, and paving.

3.0 MG – GEORGETOWN V - BRAUN

Project Owner: City of Georgetown
Project Contact: Michael Hallmark

Contract Price: $3,485,000

Project Description: Construction of a 3.0 MG composite elevated storage tank completed with install of access gate and fencing, interior mechanical piping and valves, distribution system improvements, instrumentation, SCADA, electrical, and site works such as grading and paving.

1.5 MG – INDIANAPOLIS – HAMILTON SOUTHEASTERN

Project Owner: Citizens Energy Group – Indianapolis, IN
Project Contact: Rebecca Reddick

Contract Price: $2,893,000

Project Description: Construction of a 1.5 MG composite elevated storage tank completed with interior mechanical piping and valves, protective coatings, and site works such as fencing and grading.

1.0 MG – LAMAR COUNTY – PARIS - HANING DRIVE

Project Owner: Lamar County WSD
Project Contact: David Pitcock

Contract Price: $1,777,000

Project Description: Construction of a 1.0 MG composite elevated storage tank completed with interior mechanical piping and valves, and protective coatings.

1.5 MG – LINO LAKES II – BIRCH STREET

Project Owner: City of Lino Lakes
Project Contact: Rick DeGardner

Contract Price: $4,067,000

Project Description: Construction of a 1.5 MG composite elevated storage tank completed with interior mechanical piping and valves, electrical, elevated storage structural floor, protective coatings, fencing, watermain/yard piping, grading, and paving.

1.25 MG – NORTHLAKE III – HARVEST DEVELOPMENT

Project Owner: Town of Northlake - TX
Project Contact: Eric Tamayo

Contract Price: $3,069,000

Project Description: Construction of a 2.5MG composite elevated storage tank complete with room partition in the pedestal, install of water mains, electrical, SCADA and site works such as grading improvements, fencing and gravel.

3.0 MG – SYRACUSE - CLEARFIELD

Project Owner: City of Syracuse - UT
Project Contact: Robert Whiteley

Contract Price: $5,445,000

Project Description: Construction of a 3.0 MG composite elevated storage tank completed with interior mechanical piping and valves, electrical, elevated storage structural floor, protective coatings, watermain/yard piping, grading, and paving.

1.0 MG – TEMPLE – PEPPER CREEK

Project Owner: City of Temple - TX
Project Contact: Don Bond

Contract Price: $2,688,000

Project Description: Scope of works included the design, fabrication, construction, painting, disinfection, and testing of a CET. Work included: foundation, reinforced concrete support structure and a welded steel water tank.

1.0 MG – TEXAS CITY – LAGO MAR

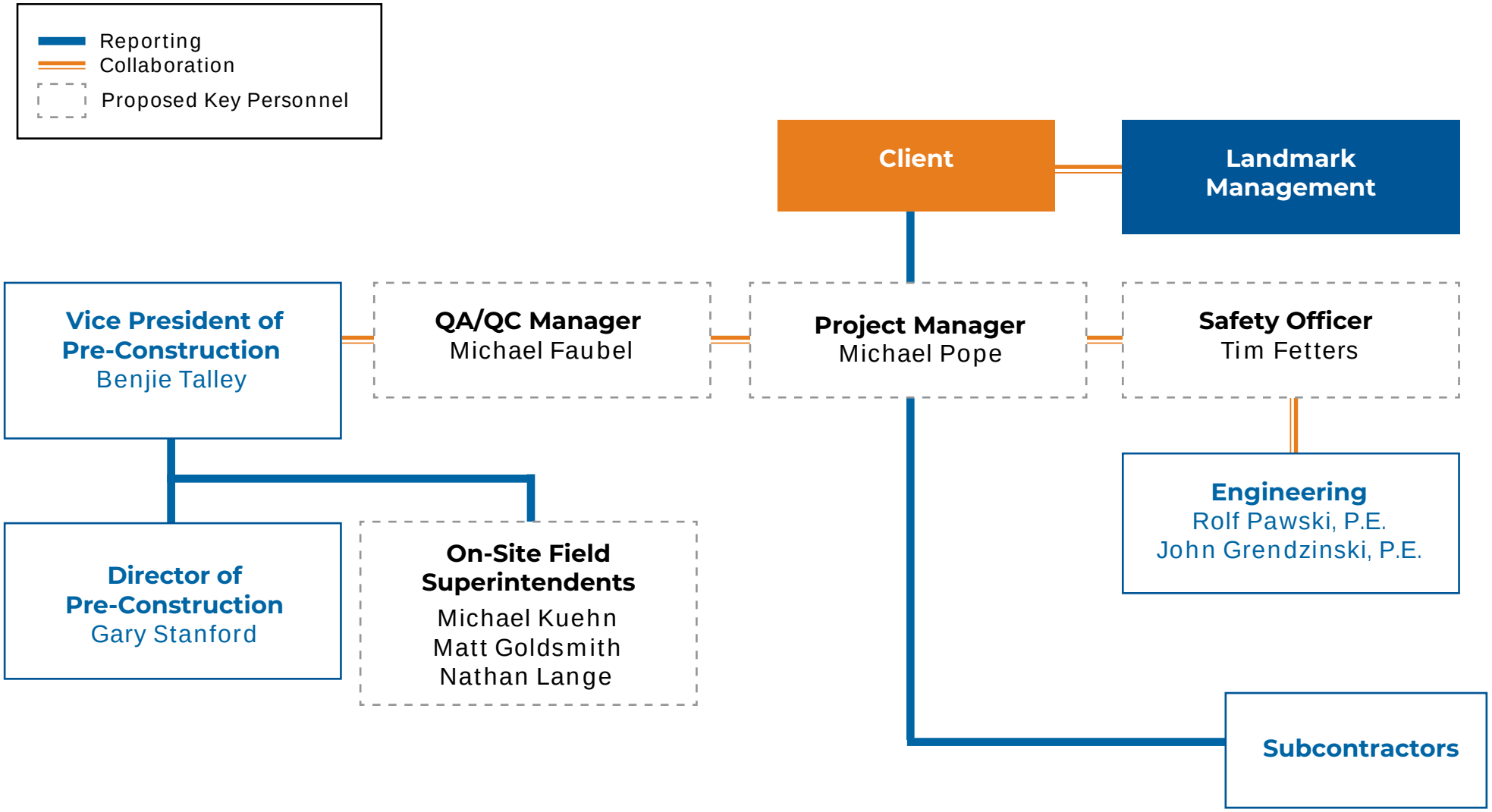
Project Owner: City of Texas City - TX
Project Contact: Doug Knuepper

Contract Price: $4,268,000

Project Description: Construction of a 1.0 MG composite elevated storage tank completed with interior mechanical piping and valves, electrical, protective coatings, watermain/yard piping, grading, fencing, and paving.

PRELIMINARY ORGANIZATION CHART

*RE: 4.3 CONTENTS, 4) Contractor Background Information - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. T**his section should also include information on your organization and staff assigned to the project.***



RE: 4.3 CONTENTS, 5) References

Section 5: References

E-1 Reference List

RE: 4.3 CONTENTS 5) References - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

Landmark has compiled a list of three references from previous similar projects.

Name of Firm	Address	Contact Information
City of Syracuse – UT	1979 West 1900 South Syracuse, Utah 84075	**Robert Whiteley** Public Works Director 801-614-9682 rcw@syracuseut.com
City of Lino Lakes	1189 Main St Lino Lakes, Minnesota 55014	**Rick DeGardner** Public Services Director 651-982-2400 rdegardner@linolakes.us
City of Port Arthur – TX	444 4th St Port Arthur, Texas 77640	**Donald Stanton** Assistant Director of Utilities 409-983-8161 Donald.stanton@portarthurtx.gov

RE: 4.3 CONTENTS, 6) Schedule

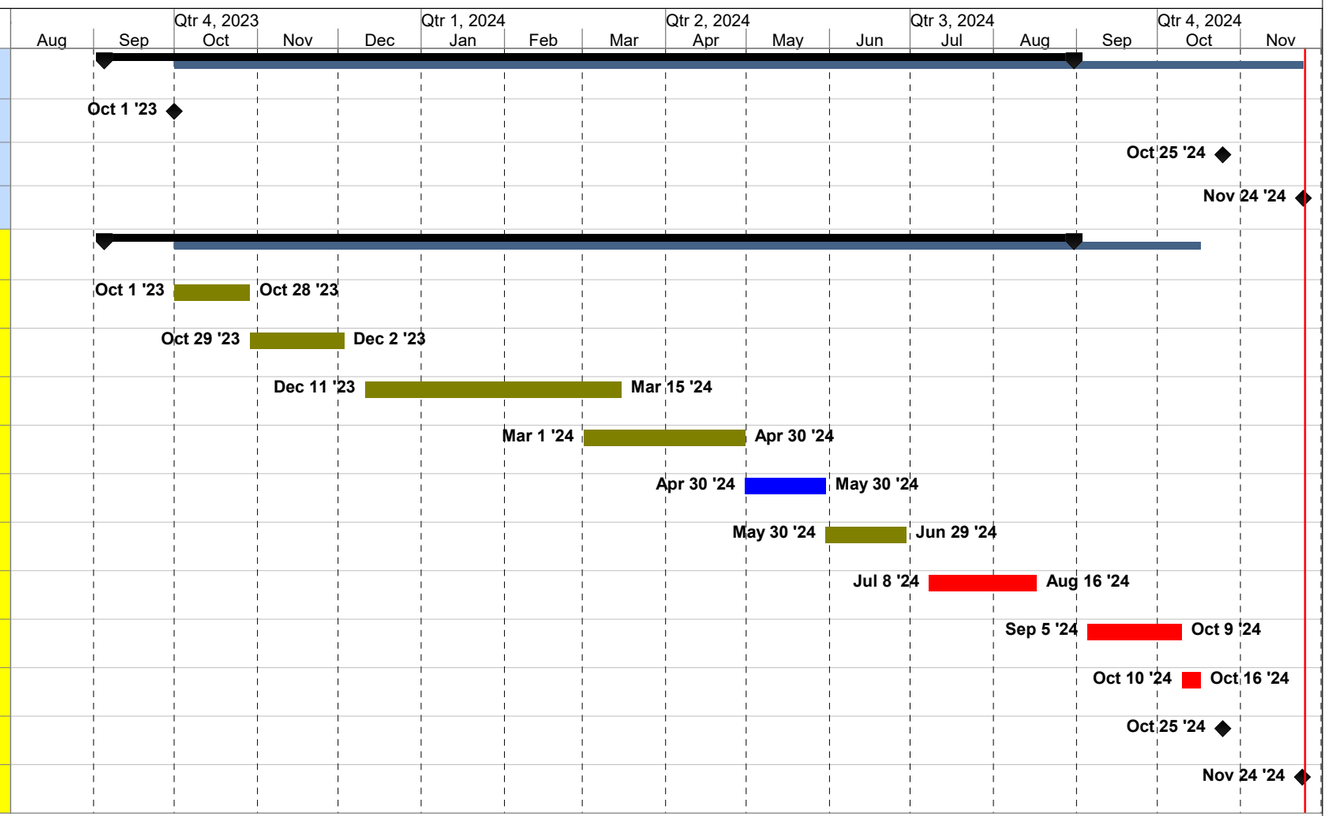
Section 6: Schedule

F-1 Schedule

LANDMARK
Elevating Expectations

Edinburg, TX - 1.0 MG
Preliminary Schedule

ID	Task Name	Work Duration	Start	Finish
1	**OWNER CONTRACT**	360.46 ed	Tue 9/5/23	Fri 8/30/24
2	**NOTICE TO PROCEED (NTP)**	0 d	Sun 10/1/23	Sun 10/1/23
3	**SUBSTANTIAL COMPLETION**	0 d	Fri 10/25/24	Fri 10/25/24
4	**FINAL COMPLETION (Contract Milestone)**	0 d	Sun 11/24/24	Sun 11/24/24
5	**COMPOSITE SCHEDULE**	360.6 d	Tue 9/5/23	Fri 8/30/24
6	**SITE DEVELOPMENT - PRE-TANK CONSTRUCTION**	28 d	Sun 10/1/23	Sat 10/28/23
7	**FOUNDATION**	35 d	Sun 10/29/23	Sat 12/2/23
8	**PEDESTAL/STRIP OUT**	95 d	Mon 12/11/23	Fri 3/15/24
9	**TANK AT GRADE**	60 d	Fri 3/1/24	Tue 4/30/24
10	**PAINT GROUND**	30 d	Tue 4/30/24	Thu 5/30/24
11	**TOP OUT**	30 d	Thu 5/30/24	Sat 6/29/24
12	**PAINT IN AIR**	40 d	Mon 7/8/24	Fri 8/16/24
13	**FINISH OUT**	35 d	Thu 9/5/24	Wed 10/9/24
14	**COMMISSION**	7 d	Thu 10/10/24	Wed 10/16/24
15	**SUBSTANTIAL COMPLETION**	0 d	Fri 10/25/24	Fri 10/25/24
16	**FINAL COMPLETION**	0 d	Sun 11/24/24	Sun 11/24/24



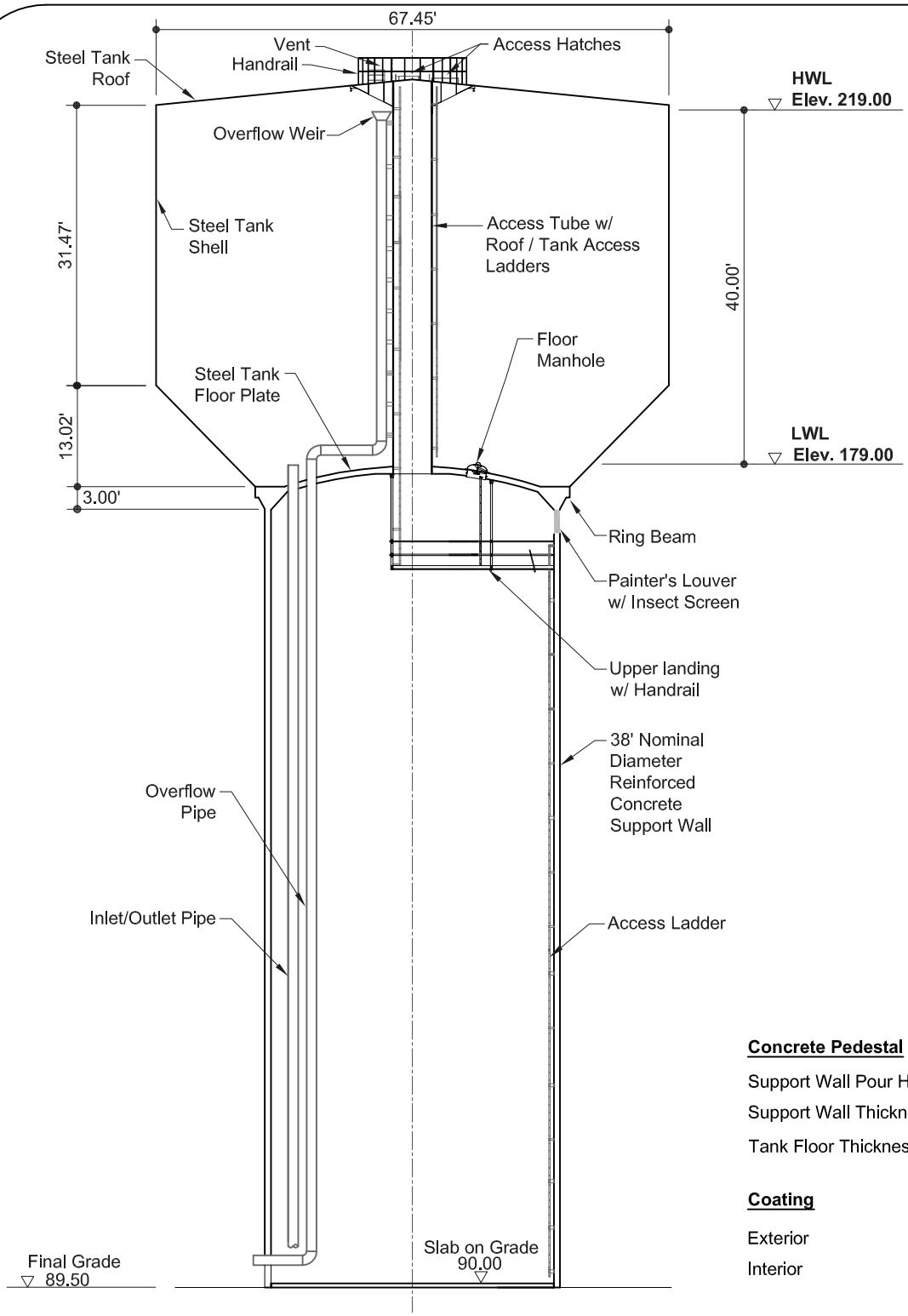
Appendix

X-1 Preliminary Section Elevation View Drawing
X-2 Coatings Statement

PRELIMINARY SECTION ELEVATION VIEW DRAWING

RE: SECTION 13210, Page 13210-3, 1.04 Submittals, A Submit the following with the proposal: A preliminary section view drawing of the tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, support wall thickness and pour height.

Landmark has included a Preliminary Section Elevation View Drawing of the tank proposed for this project.



Concrete Pedestal

Support Wall Pour Height	7.00'
Support Wall Thickness	8.00"
Tank Floor Thickness	8.00"

Coating

Exterior	14,520
Interior	16,838

PRELIMINARY

Project: **Business 281 1.0 MG CET Edinburg, TX**	**SECTIONAL ELEVATION VIEW**	Dwn: TS
		Scale: N.T.S
Description: **1.0 MILLION GALLON ELEVATED WATER STORAGE TANK**	Contractor: LANDMARK Landmark Structures I, LP 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (817) 439-8888 Fax: (817) 439-9001	Released Date: 2023.07.18 Dwg. Number: **SK - 1**

Friday, June 16, 2023 2:17:11 PM

COATINGS STATEMENT

RE: SECTION 09800, COATING & PAINTING NEW STEEL WATER STORAGE TANKS, Page 09800-3, 1.04 CONTRACTOR, B. The Contractor shall submit with his bid a written statement by the coatings manufacturer stating that the Contractor is familiar with the materials specified and has workers capable of performing the work specified herein.

Landmark has included a copy of our Coatings Statement.

THE BARRY GROUP, LLC
Independent Representative of Tnemec Company, Inc.
5454 Surrey Path, Suite 204, Frisco, TX 75043
TEL 972-312-8448 FAX 972-312-8408 tnemec.com/barrygroup

July 19, 2023

Mr. Matt Goldsmith
Landmark Structures
1665 Harmon Road
Ft. Worth, TX 76177

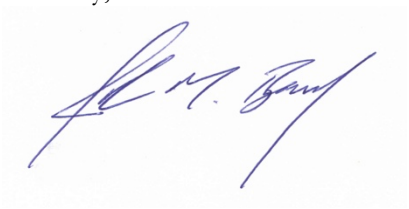
Re: Edinburg, TX

Dear Mr. Goldsmith

Please be advised Tnemec considers Viking Industrial Painting a qualified and experienced applicator of the coatings specified for above referenced project. Viking has workers capable of properly applying these materials per the requirements of the specification.

Please let me know if you have any questions or need further information.

Sincerely,



John M. Barry
Tnemec Texas & New Mexico Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2022

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
IBTX Risk Services
32335 US Hwy 281 N.
Suite 1201
Bulverde TX 78163

CONTACT NAME: Jill L. McElory
PHONE (A/C, No, Ext): 12149897100 **FAX (A/C, No):** 210-696-8414
E-MAIL ADDRESS: Service@ib-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Insurance Company of the Midwest	37478
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : The Continental Insurance Company	35289
INSURER E : ACE American Insurance Company	22667
INSURER F :	

INSURED LANDSTR-02
Landmark Structures I, LP
1665 Harmon Road
Fort Worth TX 76117

COVERAGES **CERTIFICATE NUMBER:** 1490838289 **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**			46UEAKQ1986	7/14/2022	7/14/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X stp Gap-ND,OH,WA						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	**AUTOMOBILE LIABILITY**			46UEAKQ1988	7/14/2022	7/14/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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)	$
								$
C D	X **UMBRELLA LIAB** X OCCUR			CUP-3S557113-22-NF	7/14/2022	7/14/2023	EACH OCCURRENCE	$ 10,000,000
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE			6081454577	7/14/2022	7/14/2023	AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			46WEAAT1NH4	7/14/2022	7/14/2023	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
E	Cyber Liability			D95520832	7/14/2022	7/14/2023	Max Single Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liab. & Auto pol's include a blanket additional insured endorsement [HS2483 07/13, HA9916 03/12] as required in a written contract with the Named Insured. The General Liab., Auto & Work's Comp pol's include a blanket waiver of sub. endorsement [HG0001 09/16, HA9916 03/12, WC420304B] as required in a written contract with the Named Insured. Primary Non-Cont. per [HG0001 09/16, HA9916 03/12]. Auto policy includes Broadened Pollution Liab. [CA9948 10/13]. The Work's Comp pol. includes Class Code 5037 "the painting of metal structures, over two stories, in the State of IL. Umbrella policy follows form of underlying GL, Auto & Work Comp. subject to policy terms and conditions. There is no Riggers Liab. Exclusion on the Gen.l Liab. policy. Umbrella 2nd layer Pol# 6081454577 is $15,000,000 over $10,000,000 Lead policy for a total of $25,000,000 limit.

CERTIFICATE HOLDER

*SAMPLE
For Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. 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.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above**.**

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, 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 the failure to render any professional services by or for you, 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "**Advertising idea"** means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

    a. Stored as or on;

    b. Created or used on; or

    c. Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

    a. Is not your "employee";

    b. Donates his or her work;

    c. Acts at the direction of and within the scope of duties determined by you; and

    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

    a. Means:

    (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

    (a) You;

    (b) Others trading under your name; or

    (c) A person or organization whose business or assets you have acquired; and

    (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes

    (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

    (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

    a. Means:

    (1) Work or operations performed by you or on your behalf; and

    (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes

    (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

    (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION IV

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Blanket as required by written contract.	Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) Your ongoing operations performed for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) Premises owned by or rented to you and shown in the Schedule; or

(3) "Your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

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(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under 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 the 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, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM (Blanket as required by a written contract.)

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 42 03 04 (B)

POLICY NUMBER: 46WEAAT1NH4

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

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

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:

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 Insured 07/14/2022 Policy No. 46WEAAT1NH4 Endorsement No. Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 07/08/2022 ST ASSIGN:

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 7/8/2022

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.

PRODUCER
IBTX Risk Services
32335 US Hwy 281 N.
Suite 1201
Bulverde TX 78163

CONTACT NAME: Jill L. McElory
PHONE (A/C, No, Ext): 12149897100 **FAX (A/C, No):** 210-696-8414
E-MAIL ADDRESS: Service@ib-tx.com
PRODUCER CUSTOMER ID: LANDSTR-02

INSURED
Landmark Structures I, LP
1665 Harmon Road
Fort Worth TX 76117

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1379284570 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ **PROPERTY**				☐ BUILDING	$
	CAUSES OF LOSS / DEDUCTIBLES				☐ PERSONAL PROPERTY	$
	☐ BASIC / BUILDING				☐ BUSINESS INCOME	$
	☐ BROAD / CONTENTS				☐ EXTRA EXPENSE	$
	☐ SPECIAL				☐ RENTAL VALUE	$
	☐ EARTHQUAKE				☐ BLANKET BUILDING	$
	☐ WIND				☐ BLANKET PERS PROP	$
	☐ FLOOD				☐ BLANKET BLDG & PP	$
						$
						$
A	☒ **INLAND MARINE**	TYPE OF POLICY: Builders Risk	7/14/2022	7/14/2023	☒ Lmt any 1 Loc.	$ 15,000,000
	CAUSES OF LOSS	POLICY NUMBER: MNP 1069616-50			☒ Catastrophe Lmt	$ 15,000,000
	☐ NAMED PERILS				☒ Temp. Strg. Lmt	$ 1,000,000
					☒ Transit Lmt.	$ 1,000,000
	☐ **CRIME**					$
	TYPE OF POLICY					$
						$
	☐ **BOILER & MACHINERY / EQUIPMENT BREAKDOWN**					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Loss Payee applies when required by written contract or agreement as their interest may appear.

CERTIFICATE HOLDER

Sample Certificate
1234 Any Street
Any City, ST/PR / ZIP

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2022

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 IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	**CONTACT NAME:** Jill L. McElory **PHONE (A/C, No, Ext):** 214-989-7100 **FAX (A/C, No):** 210-696-8414 **E-MAIL ADDRESS:** Service@ib-tx.com
INSURED LANDSTR-02 Landmark Structures I, LP 1665 Harmon Road Fort Worth TX 76177	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indian Harbor Insurance Company 36940 **INSURER B :** Berkley Assurance Company 39462 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1901839463 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** **(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 B	Prim. Prof/Poll Liab/ U.S. Retro Date 11/22/96 - Claims Made XS Prof/Poll Liab. U.S.			CEO744650706 ECAB-5019688-1122	11/8/2022 11/8/2022	11/8/2023 11/8/2023	Prim Poll/Prof Lmt Prim Agg Poll/Prof XS Prof/Poll Liab. Lt	10,000,000 10,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Pollution/Professional policy includes a Waiver of Subrogation when required by written contract with the Named Insured [KLD 050 01/13]. The Pollution/Professional policy includes a Blanket Additional Insured endorsement when required in a written contract with the Named Insured [KLD 050 01/13]. Self Insurance Retention $200,000. The XS Pollution/Professional is follows form of the Primary Poll/Prof policy.

CERTIFICATE HOLDER

*SAMPLE
For Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

July 20, 2023

Company/Vendor Name:

Landmark Structures I, LP

Printed Name and Title:

Christopher Lamon, CEO of Landmark Structures Management LLC

Authorized Signatory:

ATTACHMENT V

VENDOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Landmark Structures I, LP

(Full, correct legal name)

2 Address: 1665 Harmon Road
Fort Worth, Texas 76177

3. Telephone/Fax: Phone: (817) 439-8888 Fax: (817) 230-2070

4. 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__✓__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes__✓__ No__✓__

6. Where is the Company's corporate headquarters located? Fort Worth, Texas

7. 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. _____

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No__✓__

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. 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. N/A

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Christopher Lamon, CEO of Landmark Structures Management LLC
Address: 1665 Harmon Road, Fort Worth, Texas 76177
Telephone: (817) 439-8888
Fax: (817) 230-2070
Email: estimating@teamlandmark.com

11. 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

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 (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. N/A

N/A

13. 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, Christopher Lamon, CEO of Landmark Structures Management LLC, the undersigned representative of Landmark Structures I, LP, (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.

Landmark Structures I, LP

SIGNATURE OF COMPANY REPRESENTATIVE:

Christopher Lamon, CEO of Landmark Structures Management LLC

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Christopher Lamon, CEO of Landmark Structures Management LLC, the undersigned representative of Landmark Structures I, LP, (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.

Landmark Structures I, LP



SIGNATURE OF COMPANY REPRESENTATIVE:

Christopher Lamon, CEO of Landmark Structures Management LLC

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, Christopher Lamon, CEO of Landmark Structures Management LLC, the undersigned representative of Landmark Structures I, LP, (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.*

Landmark Structures I, LP



SIGNATURE OF COMPANY REPRESENTATIVE:

Christopher Lamon, CEO of Landmark Structures Management LLC

TYPE/PRINT NAME AND TITLE:

July 20, 2023

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Landmark Structures I, LP

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.**

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

Christopher Lamon, CEO of Landmark Structures Management LLC

July 20, 2023

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 II
Insurance Requirement Acknowledgement

I, Bryan K. Moore, authorized representative for Landmark Structures I, LP,
Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- ❑ Will be acquired within 10 working days after notification from the Engineering Department of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.)

- ❑ Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Engineering Department of bid awarded by The CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions):
$ $10,000,000

Automobile Liability: $ $2,000,000 General Liability:
$ $1,000,000 each occurrence/$2,000,000 aggregate

(* An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- ❑ Have already been met (see attached copy of insurance certificate).

Authorized Representative

06/09/2023
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the City Engineer 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.

ATTACHMENT III

Project Requirements Acknowledgement

Christopher Lamon, CEO of Landmark Structures

This is to certify that I, Management LLC, possess all of the **APPLICABLE:**

1. Licenses: No contractor's icenses are required for completion of this scope

2. Bonds: Bid Bond is provided, Performance & Payment Bond provided if successful

3. Certificates: Insurance Certificates provided if successful

4. Permits: Procured as required by the bidding documents

5. Other: N/A

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 the CITY 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.**

Christopher Lamon, CEO of Landmark Structures
Management LLC

Authorized Signature

July 20, 2023
Date

Landmark Structures I, LP
Company

1665 Harmon Road
Address

Fort Worth, Texas 76177
City, State, Zip

Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to June 29, 2023 so that they may receive any addendums to the specifications should the need arise.

Owner:
City of Edinburg
Attn**:** Finance Department
415 W. University Drive
Edinburg, Texas 78539

Engineer:
Melden & Hunt, Inc.
Attn: Allan F. Booe, P.E.
115 W. McIntyre St.
Edinburg, TX 78541

Bidder: **Landmark Structures I, LP**
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: **Christopher Lamon, CEO of Landmark Structures Management LLC**
[Please print or type name] [Title]

Address: **1665 Harmon Road**
[Mailing]

Fort Worth, Texas 76177
[Street, if different]

Telephone: **(817) 439-8888**
[Print or type telephone number]

Fax: **(817) 230-2070**
[Print or type telephone number]

Email: **estimating@teamlandmark.com**
[Print or type telephone number]

END OF DOCUMENT

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: **Landmark Structures I, LP**	Name: **Fidelity and Deposit Company of Maryland**
Address *(principal place of business)*: **1665 Harmon Road, Fort Worth, Texas 76177**	Address *(principal place of business)*: **% Zurich, 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056**
Owner	**Bid**
Name: **City of Edinburg**	Project *(name and location)*: **Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, Edinburg, Texas**
Address *(principal place of business)*: **415 University Drive, Edinburg, Texas 78541**	Bid Due Date: **July 20, 2023**

Bond **Bid Bond Number: 7199966**

Penal Sum: **Five Percent of Bidder's Maximum Price** **5%**

Date of Bond: **July 20, 2023**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Landmark Structures I, LP *(Full formal name of Bidder)*	**Fidelity and Deposit Company of Maryland** *(Full formal name of Surety) (corporate seal)*
By: *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: **Christopher Lamon** *(Printed or typed)*	Name: **Gentry Stewart** *(Printed or typed)*
Title: **CEO of Landmark Structures Management LLC**	Title: **Attorney-In-Fact**
Attest: *(Signature)*	Attest: *(Signature)*
Name: **Linda E. Santiago** *(Printed or typed)*	Name: **Stephanie Harvey** *(Printed or typed)*
Title: **Pre-Construction Coordinator**	Title: **Witness-To-Surety**

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT

OF

THE GENERAL PARTNER

OF

LANDMARK STRUCTURES I, LP

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the "General Partner") of Landmark Structures I, LP, a Delaware limited partnership (the "Partnership"), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an "Officer" and together, the "Officers") have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

(a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and

(b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: _____
Name: Christopher Lamon
Title: Chief Executive Officer

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of August, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

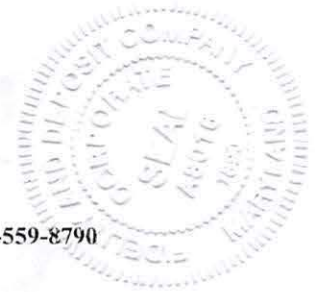
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of July, 2023.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	**Landmark Structures I, LP**		
Corporate Office			
Name:	**Christopher Lamon**	Phone number:	**817.439.8888**
Title:	**CEO of Landmark Structures Management LLC**	Email address:	**estimating@teamlandmark.com**
Business address of corporate office:	**1665 Harmon Road** **Fort Worth, Texas 76177**		
Local Office			
Name:	**Christopher Lamon**	Phone number:	**817.439.8888**
Title:	**CEO of Landmark Structures Management LLC**	Email address:	**estimating@teamlandmark.com**
Business address of local office:	**1665 Harmon Road** **Fort Worth, Texas 76177**		

1.02 Provide information on the Business's organizational structure:

a Limited

Form of Business:	☐ Sole Proprietorship ☑ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. **General Partner: Landmark Structures Management LLC**		
	2. **Limited Partner: Icon Borrower LP**		
	3.		
Provide a separate Qualification Statement for each Joint Venturer. **N/A**			
Date Business was formed:	**7/1/2000**	State in which Business was formed:	**Texas**
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

None

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Chris Lamon	Title:	President - Landmark Structures Management, Inc.
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	William O. Fields, Jr.	Title:	CFO - Landmark Structures Management LLC, GP
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	N/A	Title:	N/A
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ N/A
Name:	N/A	Title:	N/A

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☑ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Tim Fetters	
Safety Certifications	See Attachments for Information on Safety Performance	
Certification Name	Issuing Agency	Expiration
Certified Safety Professional (CSP)	Board of Certified Safety Professionals	Every 5 Years
Member of American Society of Safety Professionals	ASSP	Annual

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Landmark Structures I, LP	See attached	0	492,298	1.22	1.70	474,989	1.02	1.07	596,946
Foremost Paving, Inc.	0.76	2.06	1,068,000	0.67	1.01	1,185,828	0.88	1.03	1,165,429

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	Fidelity and Deposit Company of Maryland % Zurich, 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

Physical Address (principal place of business):	3910 Keswick Road Baltimore, MD 21211		
Phone (main):	847.605.6000	Phone (claims):	800.654.5155 x 1

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Hartford Underwriters Ins. Co.	General Liability
Hartford Ins. Co. of the Midwest	Auto
Hartford Ins. Co.	Worker's Comp
Traveler's Property Casualty Co. of America The Continental Ins. Co.	Umbrella Excess
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	Hartford Casualty Insurance Company One Hartford Plaza Hartford, CT 06155		
Physical Address (principal place of business):	Hartford Casualty Insurance Company One Hartford Plaza Hartford, CT 06155		
Phone (main):	860.547.5000	Phone (claims):	800.327.3636

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	273
Estimate of revenue for the current year:	$117 Million
Estimate of revenue for the previous year:	$147 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	38			
As a general contractor:	38	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Landmark Structures I, LP
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Date: July 20, 2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Linda E Santiago
(individual's signature)

Name: Linda E. Santiago
(typed or printed)

Title: Pre-Construction Coordinator
(typed or printed)

Address for giving notices:
1665 Harmon Road
Fort Worth, Texas 76177

Designated Representative:

Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Address:
1665 Harmon Road
Fort Worth, Texas 76177

Phone: (817) 439-8888

Email: estimating@teamlandmark.com

This Written Consent is applicable to all corporate signatures provided within

WRITTEN CONSENT

OF

THE GENERAL PARTNER

OF

LANDMARK STRUCTURES I, LP

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the "General Partner") of Landmark Structures I, LP, a Delaware limited partnership (the "Partnership"), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an "Officer" and together, the "Officers") have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

(a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and

(b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

RE: *Statement of Bidders Qualifications, 4.01 Provide information regarding Business's safety organization and safety performance.*

Statement of Bidders Qualifications, 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years.

LANDMARK'S SAFETY RECORD

Landmark is, and always has been, focused on the safety of our employees, customers, subcontractors, and vendors. Without exception, safety is paramount to all Landmark operations.

As the industry leader in the construction of composite elevated tanks, we have developed robust systems to train and protect our employees, with a focus on continued improvement of safety systems and processes.

To further the efforts of our in-house, credentialed safety team, Landmark also engages the services of independent safety professionals to ensure adherence to all State and Federal statutes.

Our performance in 2022 is representative of Landmark's focus and commitment to our employees, their safety and continuous improvement of workplace safety in the performance of our work.

LANDMARK'S 2022 TRIR

Landmark's TRIR for 2022 is 0.

As part of the continuous improvement of our safety program, Landmark implemented a structured EHS Improvement Plan that includes the following refinements:

Enhanced Field Audit Process

- Peer reviewed audit scoring
- Calculated responses to low and/or failed audit scores to include input from EHS and Operations
- Prioritized auditing based on historical performance
- Additional utilization of team audits and multiple day audits

Landmark Specific Video Training

- Landmark has begun creating video training sessions to address requirements specific to Landmark work. Participants are tested following the training to verify understanding of the content.

Improved Accident Reporting Process

- Landmark has streamlined the accident reporting process to encourage employees to report quickly and accurately. The program relies heavily on the learning that comes from non-injury/near-miss type accidents. Streamlining the process has increased the rate at which supervisors are willing to report near-miss type accidents.

Additional Safety Professional

• Landmark has recently added another safety professional to the Landmark EHS Team. All members of the Landmark EHS Team are credentialed safety professionals or are in the process of obtaining professional credentials.

Please find following a ***letter from our insurance company***, The Hartford, regarding Landmark's Safety Practices.

OSHA REPORTABLE ACCIDENT RATES

Landmark has not recently experienced any reportable accidents.

Landmark's recordable performance is summarized in our ***OSHA logs from the past 3 years*** following the ***letter from our insurance company.***

EXPERIENCE MODIFICATION RATIO

Landmark's 2022 EMR score is currently in dispute and unavailable.

Please find following our ***OSHA logs from the past 3 years,*** a ***white paper detailing the inconsistencies of EMR state to state.***

Landmark has included a reference letter from our insurance company, The Hartford, regarding Landmark's Safety Practices.

Lynn Scourten
The Hartford Financial Services Group, Inc.
Dallas, Texas
W: 469-287-1058
C: 215-760-2272
E: Lynn.Scourten@thehartford.com

February 2022

To Whom It May Concern,

As the insurance provider for Landmark Structures, I have witnessed the lengths that Landmark Structures goes through in order to control and minimize their Workers Compensation injuries. Landmark Structures brings an impressive level of safety management to their projects with a full-time safety professional as well as full time safety inspectors. Our risk engineering team has rated them Above Average and say they are superior in their class. They take a proactive approach in partnering with The Hartford and IBTX to prevent injuries at the job site through analyzing their operations, as well as near miss incidents. Their training requirements are thorough, they have a Supervisor Boot Camp, and behavior-based safety efforts requiring near miss reports from supervisors. This is a first-class safety organization willing to take extra steps to improve field safety.

Landmark Structures preventative approach to injuries, through their risk management and safety, stands out in the industry from other contractors. They have partnered with The Hartford to utilize claims data and analytics to identify trends in their own company, as well as across their peers, to understand where claim trends are heading and takes preventative measures to prevent their occurrence. They use leading indicators of claim activity to identify hazards at the job site and incorporate risk management controls to protect their employees from injury.

In my experience, working with contractors and their insurance programs, it is my opinion that Landmark Structures is a best-in-class contractor. They understand what is needed to operate in a safe and efficient manner. They go beyond their peers in taking action to address and prevent injuries from ever taking place. I would highly recommend Landmark Structures for their quality of operations and ability to prevent injuries at their jobsites.

Lynn Scourten SCLA, CRIS, CIC
Executive Underwriter – Construction
Dallas, TX

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Landmark has included our OSHA Logs from the past 3 years to provide our safety record and recordable accident rates.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, LP

City: Fort Worth State: Texas

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
					NONE	(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
				Page totals		*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of… (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, LP

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information

Annual average number of employees: 234

Total hours worked by all employees last year: 492298

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Director of EHS
Title

817/230-8892
Phone

1/6/2023
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, L.P.

City: Fort Worth State: Texas

Identify the person			Describe the case			Classify the case												
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases									
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Welder	05/20	Ring beam outside concrete pedestal	Fractures left wrist and strained left shoulder		x			95		x					
2		Operator	09/09	Floating scaffold	Abdominal hernia		x			19		x					
3		Laborer	11/09	Crane tower landing	Head laceration			x			49	x					
4		Welder	12/05	West of site office	Face laceration				x			x					
					Page totals	*0*	*2*	*1*	*1*	*114*	*49*	*4*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
114	49
(K)	(L)

Injury and Illness Types

Total number of…	(M)		
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, L.P.

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and Related Activities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees: 230

Total hours worked by all employees last year: 474989

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters
Company executive

Director of EHS
Title

682-717-7437
Phone

1/26/2022
Date

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
119	104
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Landmark Structures I, L.P.

Street: 1665 Harmon Road

City: Fort Worth State: Texas Zip: 76177

Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and related activities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees: 276

Total hours worked by all employees last year: 596,946

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters
Company executive

Director of EHS
Title

682-717-7437
Phone

1/25/2021
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Landmark Structures I, L.P.

City: Fort Worth State: Texas

Identify the person			Describe the case			Classify the case												
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Laborer	2/27/2020	On pedestal dome	Left ring finger was struck by a piece of rebar resulting in Tuft fracture of the finger tip.				x			x					
2		Laborer	5/6/2020	Site entrance driveway	Left foot was fractured when struck by the left track of a skidsteer.			x			104	x					
3		Journeyman	9/3/2020	Inside pedestal, ground level	Right foot fractured by scaffold headframe piece that was dropped while hoisting.		x			119		x					
					Page totals	***0***	***1***	***1***	***1***	***119***	***104***	***3***	***0***	***0***	***0***	***0***	***0***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Landmark has included a white paper detailing the inconsistencies of EMR state to state.

Experience Modification Rate (EMR)
Landmark's Position Statement

EMR or Experience Modification Rate, has been used by some entities to compare the relative safety risk of contractors. The following is a discussion regarding EMR and establishes why EMR should not be used in this manner.

What is EMR and how is it used

EMR is a workers' compensation premium adjustment factor designed by insurance companies to establish the premium an employer pays for their worker's compensation insurance. Elements used in establishing that factor include rating payroll, payroll classifications, actual and primary losses, and modified or limited losses.

How EMR should NOT be used

EMR was not designed nor ever intended to compare the relative safety of one employer to another, therefore it is inappropriate to do so.

Given an equal basis of comparison (same set of circumstances), rating payroll and claims will have the greatest impact on the EMR calculation. However, multiple rating elements establish an Experience Modification Rate. The EMR number may be heavily distorted depending on the factors that are used to establish the number. If companies are being compared and there is not an equal basis of comparison (same set of circumstances), EMR, as a relative indication of safety will be heavily distorted, which does not reflect the relative safety risks.

EMR Comparison Scenario

The following (actual) scenario demonstrates why EMR should not be used to compare the relative safety performance or risk of one company to another.

Both Company A & Company B operate within the same industry, performing substantially the same work. Company B performs roughly twice as much work as Company A. They operate from different states.

Company A: (lower reported EMR than Company B)

Has experienced a relatively poor safety record, including 2 fatalities in the past 3 years. Their safety program does not include a dedicated safety director, nor a team of dedicated safety professionals.

Company B: (higher reported EMR than Company A)

Has reasonable safety experience with no fatalities. The safety experience is supported by a 3-year trailing TRIR of 1.5 and a 5-year trailing TRIR of 1.2 (these are considerably better than the industry average). The company is supported by an independent team of 5 credentialed safety professionals, all dedicated to a program that integrates a highly visible safety culture. The company has experienced few, but expensive losses, at least one of them being fraudulent.

While it is obvious that Company B should be considered safer than Company A, the relative EMR ratings do not reflect this.

Some of the reasons and factors that distort the accuracy and relevance of EMR as a measure of safety performance are as follows:

EMR Calculation is not Consistent

There are 11 independent rating bureaus in the US created by state-specific statues. Although their EMR calculations are similar in concept, they vary in detail and in how experience rating is calculated by state. Of the 11 independent states, there are four monopolistic states. These four states require employers to purchase workers compensation coverage from a state government operated insurance fund vs. the private market. The remaining states rely on The National Council on Compensation Insurance (NCCI), an independent, insurer-owned workers' compensation entity to calculate and assign the EMR.

It is important to note that not all elevated water storage contractors are in the 39 states for which NCCI calculates the EMR. Consequently, the EMR calculation is not consistent among competitor companies.

For example, the state of Indiana is one of the states using an independent rating bureau instead of NCCI. The Indiana Compensation Rating Bureau (ICRB) is a private, non-profit, unincorporated association of all insurance companies licensed to write workers' compensation insurance in Indiana.

The following is a quote from a white paper published by the Indiana Compensation Rating Bureau on July 14, 2011:

> *"...the EMR was designed solely as a premium calculation factor, not as an indicator of overall contractor safety. Using the EMR for other than its intended purpose (to modify premium) has significant flaws and can produce inequitable conclusions about safety..."*

EMR can be Affected by the Business Model

The EMR is certainly affected by company size (payroll). One insurance claim is going to have a much greater impact on a company with less payroll than a company with more payroll.

The following is an excerpt from a 2019 Engineering News Record article:

"In an environment now obsessed with information, simplifications and misuses of statistics shouldn't be surprising. EMRs were born out of a need for better actuarial precision in workers' compensation insurance—a no-fault form of coverage—but they now have become an informal proxy for the success and quality of an employer's overall safety practices. And EMR misuse has often penalized smaller companies and those that have good safety records."

Source: Engineering News Record / Scott Van Voorhis and Richard Korman. "The Mismeasure of Safety: Why Ending Misuse of Workers' Compensation Ratings Won't Be Easy" www.enr.com April 24, 2019

The manner in which a company is structured can affect the EMR value as well. Take for example, two construction contractors. One focuses on engineering and project management (primarily sub-contracting workers), and the other which self-performs either all or a higher percentage of its construction work. These two contractors have very different claims potential resulting in different EMRs.

Similarly, it is possible for a company to promulgate an EMR calculated for a portion of the company that has better claims experience while another branch of the company, with a higher EMR, performs the work. This scenario could happen either accidently or intentionally.

Another business model impact involves professional employer organizations (PEOs). An employer may choose to utilize leased employees to perform some or all the higher risk work. The PEO's workers compensation policy claims would not affect the employer that performs the work.

EMR Can Be "Bought Down" in Some States

There are currently 15 NCCI states, that are net reporting states. In these states an employer can pay an amount of the claim (a deductible) which is then not included in the loss calculation by NCCI. This results in a lower EMR but it has no relationship to the employer's safety record. This option is not available in all states therefore it creates an unfair advantage to some if EMR is used to rate or gate contractors.

EMR Responds Slowly (High Degree of Lag)

It is generally accepted and desirable to measure safety performance using a combination of leading and lagging metrics. Commonly used metrics, like total recordable incident rate (TRIR), lost time injury rate (LTIR), days away, restricted, or transferred (DART), and EMR are all lagging indicators. The difference in them is how much they lag. TRIR, and DART for example are calculated each year based on the previous year. They can even be calculated year to date although that is not usually required as part of an employer prequalification. The EMR is calculated based on 3 policy years of data starting a year prior to the current policy year. Some of the information used in the EMR calculation is 4 years old. Much can happen in 4 years. A

great safety program and a strong safety culture can be built or destroyed in that amount of time.

Leading metrics, on the other hand, strive to predict future safety performance rather than report on past safety performance. It is out of the scope of this paper to dive deeper into the leading metrics and how they should be relied upon more heavily in the prequalification process. but they are available and should be used in combination with lagging metrics that react as close to real time as possible.

Accidents can be Controlled – Allegations Cannot

The EMR attempts to measure the frequency and severity of claims in the past. Perhaps it can be a sensitive topic, but claims are not always related to workplace accidents. Employees can make injury claims for injuries that happened at home or at another workplace. Sometimes it may seem like the best option for them, especially if they don't have health insurance coverage. Sometimes they might not even know where or when an injury occurred. Whatever they tell the doctor then becomes documented fact and there is little that can be done to correct it.

Additionally, the cost of a claim is not always related to the severity of the claim. Sometimes a treatment for a simple injury doesn't work out as intended. In the end, the cost of the claim may not at all reflect the actual severity of the injury. The EMR reflects all of these things even though they are not related to an employer's safety program or performance.

State of Virginia Stance on EMR

Since 2015, Virginia has prohibited the use of EMR as a condition for eligibility to participate in solicitations for construction services, including private construction projects not covered by the state's public procurement rules. The state's Department of Transportation does gather EMRs from prospective contractors, but they are a small part of the overall safety evaluation.

Source: Engineering News Record / Jim Parsons. "When Virginia Insurance Brokers Sought to End EMR Misuse." www.enr.com April 17, 2019

Summary

Of all the metrics available to measure safety performance, EMR is by far the slowest responding. It is most influenced by factors that are not related to safety nor indicative of a company's safety program, and it is inconsistently calculated. The Experience Modification Rating is not a good indicator of an employer's safety program or performance, and it should not be used to prequalify contractors.

Schedule A—Current Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

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Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

SCHEDULE A - CURRENT PROJECTS

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
KILLEEN - CHAPARRAL ROAD Chaparral Road Killeen, Texas 76542 114.00 Composite 1.5 MG 4/23/2023 $5,253,000	City of Killeen - TX 101 N College Street Killeen, Texas 76540 Lorianne Luciano 2545017600 lluciano@killeentexas.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
PFLUGERVILLE - NORTH TANK 1519 E Pfennig Lane Pflugerville, Texas 78660 131.50 Composite 2.5 MG 6/16/2023 $7,451,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
SAN ANTONIO - DIETRICH 139 Springfield Road San Antonio, Texas 78219 150.50 Composite 1.5 MG 7/4/2023 $6,448,000	San Antonio Water System - TX 2800 US Hwy 281 North San Antonio, Texas 78212 Lindsay Esquivel 2107047297 Lindsay.Esquivel@saws.org	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Ryan Ramsey 5122133200 ryan.ramsey@freese.com
CASSATT WATER - GOVERNOR'S HILL Dr Humphres Road Camden, South Carolina 29020 200.00 Composite 1 MG 2/7/2023 $3,714,000	Cassatt Water - SC 2638 Old Stagecoach Road Cassatt, 29032 8034328235	AECOM Technical Services, Inc. - Columbia - SC 101 Research Drive Columbia, Nathan Ward 8032544400 nathan.ward@aecom.com
MCWC - SIOUX FALLS - WATER TOWER #2A Six Mile Road Sioux Falls, South Dakota 57110 142.00 Composite 0.75 MG 11/30/2023 $3,587,000	Minnehaha Community Water Corp. Dell Rapids, South Dakota 6055295799	Banner Associates, Inc. - Sioux Falls - SD 2307 West 57th Street, Suite 102 Sioux Falls, South Dakota 57108 Joseph Munson 8553236342 joem@bannerassociates.com
HORIZON REGIONAL MUD III - EST NO. 5 Breaux Street Horizon City, Texas 79928 160.00 Composite 1.5 MG 1/31/2023 $5,160,000	Horizon Regional MUD - TX 14100 Horizon Blvd Horizon City, Texas 79928 9158523917	TRE & Associates, LLC - El Paso - TX 110 Mesa Park Drive, Suite 200 El Paso, Texas 79912 Linda Troncoso 9158529093 ltroncoso@tr-eng.com
VANCE AIR FORCE BASE - FOX DRIVE Fox Drive Vance AFB, Oklahoma 73705 160.00 Composite 1.5 MG 4/11/2024 $8,917,000	ASRC Federal Field Services (AFFS) - Vance AFB 400 Young Road, Suite 122 Vance AFB, 73705 Teddy Thomas teddy.thomas@us.af.mil	Southwind Construction Services, LLC 1701 S. State Street Enid, 73013 Bill J. Kemp 4053489300 bill@swconstruct.com
FORT WORTH - SOUTH WESTSIDE V - WALSH RANCH South of I 20 - Walsh Ranch Fort Worth, Texas 193.00 Composite 1.5 MG 8/1/2023 $7,360,000	Fort Worth Water Department - TX 920 Foutnier St Fort Worth, Texas 76101 Russell Redder 8173924477 russell.redder@fortworthtexas.gov	Halff Associates, Inc. - Fort Worth -TX 4000 Fossil Creek Blvd. Fort Worth, 76137 Ron King 8178471422 rking@halff.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ARTESIAN WATER - DAGSBORO WTP 29558 Armory Road Dagsboro, Delaware 19939 133.00 Composite 1 MG 6/6/2023 $3,075,100	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaeder 3024536900 kthaeder@artesianwater.com	,
LUBBOCK IV - 87th STREET - TANK 1 OF 2 87th Street (1631 84th Street) Lubbock, Texas 79424 146.00 Composite 2 MG 4/30/2024 $7,759,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Marta Alvarez 8067752344	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
LUBBOCK IV - 3rd STREET - TANK 2 OF 2 3rd Street (access from 2553 Santa Fe Drive) Lubbock, Texas 79415 151.10 Composite 2 MG 4/30/2024 $8,885,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Wood Franklin 8067752344 wfranklin@mylubbock.us	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
PFLUGERVILLE VI - 794 PRESSURE ZONE 17601 Weiss Lane Pflugerville, Texas 78660 153.50 Composite 2 MG 9/16/2023 $6,846,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Daniel Stoutenburg, Jr. 5122133200 dgs@freese.com
WEST DES MOINES V - ADAMS STREET TANK 2184 SE Adams Street West Des Moines, Iowa 50061 173.00 Composite 2 MG 9/28/2023 $7,478,000	West Des Moines Water Works 1505 Railroad Ave West Des Moines, Iowa 50265 William Mabuce 5152223460 William.mabuce@wdmww.com	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Andrew Willcuts 5152258000 awillcuts@v-k.net
ROBBINSDALE - BROADWAY AVE 4360 W Broadway Ave Minneapolis, Minnesota 55422 184.00 Composite 0.75 MG 10/30/2023 $6,057,000	City of Robbinsdale - MN 4100 Lakeview Avenue North Robbinsdale, 55422 Richard McCoy 7635374534 rmccoy@ci.robbinsdale.mn.us	AE2S - Advanced Eng. & Environm. - Maple Grove - MN 6901 East Fish Lake Road Maple Grove, 55369 Nancy Zeigler 7634635036 Nancy.Zeigler@AE2S.com
PRINCETON III - SOUTH EST Myrick Lane Princeton, Texas 75407 182.50 Composite 2 MG 11/1/2023 $7,959,000	City of Princeton - TX 306 Main Street Princeton, Texas 75407 Tommy Mapp 9727362416 tmapp@princetontx.us	Kimley-Horn & Associates, Inc. - McKinney - TX 260 E Davis Street, Suite 100 McKinney, Texas 75069 Stuart Williams 4693012580 stuart.williams@kimley-horn.com
MANVILLE WSC - TYPE 440 Co Rd 468 Elgin, Texas 78621 148.00 Composite 0.5 MG 4/20/2023 $2,412,000	Manville Water Supply Corporation 13805 South SH 95 Coupland, 78615 Erik Prinz 5128562488 eprinz@manvillewsc.org	J.F. Fontaine & Associates - Palestine - TX 700 N Sycamore St Palestine, Texas 75802 Sean Conner 9037296005 sconner@jffontaine.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ALTOONA - NORTH WATER TOWER 6000 block of NE 62nd Ave Altoona, Iowa 50009 161.00 Composite 0.75 MG 10/30/2023 $4,028,000	City of Altoona - IA 407 8th Street, SE Altoona, Iowa 50009 5159675136	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Bob Veenstra 5152258000 bveenstra@v-k.net
TEMPLE - 920 EST - NORTH INDUSTRIAL PARK Moores Mill Rd (next to Niagara Bottling) Temple, Texas 76504 161.00 Composite 3 MG 8/23/2023 $7,369,000	 , Colton Migura cmigura@templetx.gov	KPA Engineers 19 N Main Street Temple, Texas 76501 Ginger Tolbert 2547733731 gtolbert@kpaengineers.com
MINSTER - OHIO STREET West Seventh Street Minster, Ohio 45865 154.25 Composite 1.25 MG 2/17/2024 $5,078,000	Village of Minster - OH 5 West Fourth Street Minster, 45865 Donald Harrod 4196283497 administration@minsteroh.com	CDM Smith - Columbus - OH 445 Hutchinson Ave, Suite 820 Columbus, Ohio 43235 Erin Stachler 6148478340 stachleree@cdmsmith.com
HOWARD CO. - GUILFORD 8490 Washington Blvd Jessup, Maryland 20794 71.60 Composite 2.5 MG 7/16/2024 $7,742,000	Howard County - MD 8250 Old Montgomery Road Columbia, Maryland 21045 Michael Decker 4103134900 mdecker@howardcountymd.gov	Rummel, Klepper & Kahl (RK&K) - Baltimore - MD 700 E Pratt Street, Suite 500 Baltimore, Maryland 21202 Elford Jackson 4107282900 ejackson@rkk.com
ARTESIAN WATER - CEDAR LANE 1259 Cedar Lane Road Middletown, Delaware 19709 146.00 Composite 1 MG 2/16/2024 $5,157,000	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaeder 3024536900 kthaeder@artesianwater.com	Duffield Associates, Inc. - Wilmington - DE 5400 Limestone Road Wilmington, 19808 3022396634
FAIRFIELD - PORT UNION 4125 Port Union Road Fairfield, Ohio 45014 164.00 Composite 1.25 MG 12/30/2023 $5,164,000	City of Fairfield - OH 5350 Pleasant Avenue Fairfield, Ohio 45014 Adam Sackenheim 5138675375 asackenheim@fairfield-city.org	CT Consultants - Mentor - OH 8150 Sterling Court Mentor, Ohio 44060 Kent Bryan 4409519000 kbryan@ctconsultants.com
TN DGS - MEMPHIS REGIONAL MEGASITE - NORTH Keeling Road Stanton, Tennessee 38069 160.00 Composite 1 MG 9/28/2024 $5,764,000	Brasfield & Gorrie, LLC - Birmingham - AL 3021 7th Avenue South Birmingham, 35233 Mark Westhoven 2053284000 mwesthoven@brasfieldgorrie.com	SSOE Group - Brentwood - TN 320 Seven Springs Way, Suite 350 Brentwood, Tennessee 37027 T. Dwain Hibdon 6156617585 DHibdon@ssoe.com
GEORGETOWN - HOOVER - TANK 2 OF 2 2675 CR 223 Florence, Texas 76527 40.00 Composite 2 MG 5/10/2024 $5,451,900	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
GEORGETOWN - PARKSIDE - TANK 1 OF 2 356 Ft Cobb Way Georgetown, Texas 78628 121.00 Composite 1.5 MG 5/10/2024 $4,922,100	City of Georgetown - TX 808 Martin Luther King Jr St Georgetown, Texas 78627 Hunter Anderson 5129302574 Hunter.Anderson@Georgetown.org	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Allen Woelke 5123461100 woelkead@cdmsmith.com
CORPUS CHRISTI - FLOUR BLUFF Division Road Corpus Christi, Texas 78418 177.00 Composite 3 MG 5/8/2024 $13,372,000	City of Corpus Christi - TX 1201 Leopard St Corpus Christi, Texas 78469 Clarissa Johnson 3618803500 clarissaj@cctexas.com	Ardurra (formerly LNV) - Corpus Christi - TX 801 Navigation Blvd, Suite 300 Corpus Christi, Texas 78408 Grady Atkinson 3618831984 GAtkinson@ardurra.com
JERICHO WD - SYOSSET - CONVENT ROAD 125 Convent Road Syosset, New York 11791 161.00 Composite 1.5 MG 11/15/2023 $12,022,000	Jericho Water District - NY 125 Convent Rd. Syosset, 5169218280	D&B Engineers and Architects 330 Crossways Park Drive Woodbury, New York 11797 Timothy McConnell 5163649890 tmcconnell@db-eng.com
GREENSBORO - LIBERTY TANK - PROGRESSIVE DESIGN Browns Meadow Road Liberty, North Carolina 27298 177.50 Composite 0.75 MG 9/29/2023 $8,201,140	City of Greensboro - NC 300 West Washington St Greensboro, North Carolina 27401 Jana Stewart 3363732489 jana.stewart@greensboro-nc.gov	HDR Engineering, Inc. - Winston-Salem, NC 100 North Main Street Winston-Salem, 27101 David Saunders 3369558250 david.saunders@hdrinc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Structures I, LP			
Project Owner	City of Syracuse, UT	Project Name	Syracuse - Clearfield	
General Description of Project	3.0 Million Gallon Composite Elevated Tank			
Project Cost	$3,616,531	Date Project	3/31/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Alleven	Apolinar Limon	Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Whiteley	Public Works Director	City of Syracuse, UT	801.614.9682	rcw@syracuseut.com
Designer	Bryce Wilcox	Project Engineer	J-U-B Engineers, Inc.	801.547.0393	bkw@jub.com
Construction Manager	N/A				

Project Owner	City of Lino Lakes, Minnesota	Project Name	Lino Lakes II - Birch Street	
General Description of Project	1.5 Million Gallon Composite Elevated Tank			
Project Cost	$4,067,000	Date Project	9/1/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name			Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rick DeGardner	Public Services Director	City of Lino Lakes	651.982.2400	rdegardner@linolakes.us
Designer	Greg Johnson	Director of Water/Wastewater	WSB & Associates, Inc.	651.286.8450	gjohnson@wsbeng.com
Construction Manager	N/A				

Project Owner	Simmons Prepared Foods	Project Name	Gentry - Simmons Prepared Foods	
General Description of Project	1.5 Million Gallon Composite Elevated Tank			
Project Cost	$2,800,000	Date Project	7/3/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Alleven	Robert Dockins	Tim Fetters	Michael Faubel

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Luke Wright	Sr. Director of Engineering	Simmons Prepared Foods	479.752.8090	luke.wright@simfoods.com
Designer	Chris Donnan	Project Manager	Hayter Engineering	903.785.0303	cdonnan@haytereng.com
Construction Manager	N/A				

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Structures I, LP				
Project Owner	City of Dallas - Water Utilities		Project Name	Dallas - Cypress Waters	
General Description of Project	1.5 Million Gallon Composite Elevated Tank				
Project Cost	$4,588,600		Date Project	12/30/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Benjie Talley	Allen Simmons	Tim Fetters	Michael Faubel	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Bill Walker	SVP - Development	Billingsley Company	972.820.2283	bwalker@billingsleyco.com
Designer	James Bryan	Project Engineer	Kimley-Horn & Associates	972.770.1300	james.bryan@kimley-horn.com
Construction Manager	N/A				

Project Owner	City of Port Arthur, Texas		Project Name	Port Arthur II - Terminal Road Tank	
General Description of Project	2.5 Million Gallon Composite Elevated Tank				
Project Cost	$7,417,047		Date Project	9/18/2018	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Larry Leimer	Apolinar Limon	Tim Fetters	Michael Faubel	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Donald Stanton	Assistant Director of Utilities	City of Port Arthur, TX	409.983.8161	donald.stanton@portarthurtx.gov
Designer	Calvin Prosen	Senior Project Manager	Arceneaux Wilson & Cole LLC	409.724.7888	calvin.prosen@awceng.com
Construction Manager	N/A				

Project Owner	City of Celina, Texas		Project Name	Celina - Southeast Sector	
General Description of Project	2.0 Million Gallon Composite Elevated Tank				
Project Cost	$3,870,440		Date Project	12/11/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jesse Alleven	Apolinar Limon	Tim Fetters	Michael Faubel	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alan Fourmentin	Director of Public Works	City of Celina, TX	972.825.1477	afourmentin@celina-tx.gov
Designer	Aaron Redder	Project Engineer	Freese and Nichols, Inc.	940.220.4340	amr@freese.com
Construction Manager	N/A				

Schedule C– Key Individuals

Project Manager			
Name of individual		Michael Pope	
Years of experience as project manager		22	
Years of experience with this organization		4	
Number of similar projects as project manager		31	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SAWS Dietrich - San Antonio, Texas		20%	9/2023
87th Street - Lubbock,Texas		20%	10/2023
Corpus Cristi, Texas		20%	5/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Garrett Mechler	Name	Dustin Pope
Title/Position	Development Manager	Title/Position	Transmission and Utilities - Southeast
Organization	ASA Properties	Organization	Freese & Nichols
Telephone	N/A	Telephone	832-699-6398
Email	garrett.mechler@asaproperties.us.com	Email	dustin.pope@freese.com
Project	1.5MG CET	Project	0.75MG CET
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Nathan Lange	
Years of experience as project superintendent		24	
Years of experience with this organization		10	
Number of similar projects as project superintendent		50	
Number of similar projects in other positions		150	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SAWS Dietrich - San Antonio, Texas		10%	9/2023
87th Street - Lubbock,Texas		10%	10/2023
Corpus Cristi, Texas		10%	5/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Aaron Lyman	Name	Jeff Taylor
Title/Position	Project Engineer	Title/Position	CIty Inspector
Organization	City of Prosper	Organization	Water and Wastewater Board
Telephone	972-464-4812	Telephone	256-772-5644
Email	alyman@browngay.com	Email	jeff.taylor@madisonal.gov
Project	Prosper Trail 2.0MG CET	Project	Cedar Acres 2.0MG CET
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Tim Fetters	
Years of experience as safety manager		21	
Years of experience with this organization		12	
Number of similar projects as safety manager		1000	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dan Vucich	Name	Ed Nagle II, CIC
Title/Position	CSP,CPCU,RRE	Title/Position	Partner, Risk Advisor
Organization	CNA Risk Control Consultant	Organization	IB-TX Risk Services
Telephone	214-220-5859	Telephone	214-613-1124
Email	daniel.vucich@cna.com	Email	enagle@ib-tx.com
Project	N/A	Project	N/A
Candidate's role on project	N/A	Candidate's role on project	N/A

Quality Control Manager			
Name of individual		Michael Faubel	
Years of experience as quality control manager		14	
Years of experience with this organization		14	
Number of similar projects as quality control manager		300	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Matt Morris	Name	Erik Rivera
Title/Position	Vice President	Title/Position	VP Operations
Organization	Gulf States Protective Coatings	Organization	True Grit Ready Mix
Telephone	281-455-3605	Telephone	682-215-1673
Email	matt@gspci.com	Email	erivera@tgtexas.com
Project	Various tank projects	Project	Various tank projects
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 20th day of July, 20 23.

Landmark Structures I, LP
Name of Bidder


Signature of Bidder

Christopher Lamon, CEO of Landmark Structures Management LLC
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Please see the attached list of equipment owned by		
Landmark and available for this contract.		
Mobile Site Cranes		Rented from various local vendors
Earth Moving and Excavating Equipment		Rented from various local vendors
Generators		Rented from various local vendors
Forklifts		Rented from various local vendors
Air Compressors		Rented from various local vendors

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Carbon Steel Plate	SSAB - 12400 Highway 43N, Axis, AL 36505
Altitude Control Valves, Solenoid	Cla-val - PO Box 1325, Newport Beach, CA 92659
Control Valves, Silent Globe Check	
Valves, Start-Up Services	
Lightning Protection	American Lightning Protection - PO Box 162868, Fort Worth, TX 76161
Mechanical Items	Core & Main - PO Box 28330, St Louis, MO 63146
Reinforcing Bar, Pier Cages	CMC Rebar - PO Box 1088, Dallas, TX 75312
Hardware (bolts, fasteners, screws,	Colony Hardware Fort Worth - 500 S. Jennings Ave, Fort Worth, TX
etc.), Gaskets, All-Thread	
(restraining rods), Tools, Isolation	
Kits, First Aid Supplies, PPE, Safety	
Signs, Fire Extinguishers, Extension	
Ladders, Grinders, etc.	

BIDDER

Executed this: 20th Day of : July 20.23

Landmark Structures I, LP

By: _____

BIDDER

Title: Christopher Lamon, CEO of Landmark Structures Management LLC

NOTARY PUBLIC

State of Texas

County of: Tarrant

Subscribed and sworn to before me this: July 20, 2023

_____

NOTARY PUBLIC

LINDA E SANTIAGO
Notary ID #132344104
My Commission Expires
February 4, 2024

END OF SECTION

LIST OF EQUIPMENT

RE: Equipment & Material Suppliers List, A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract

Type of Equipment, Make and Model	Age
20' Tandem Axle Gooseneck Flatbed	20
Trailer	20
26' Tandem Trailer/ Steel	20
2008 White 12x6.8 Cargo Mate - #TRLR23	20
2008 White 12x6.8 Cargo Mate - #TRLR22	14
2009 Black 12x6.8 Cargo Mate - #TRLR26	14
2010 Ford F-150 Lariat Truck - #10.02	14
2011 Ford Fusion- Black Sedan- #5010	12
2013 Toyota Double Cab P/U - #5012	9
2013 Toyota Double Cab P/U - #5013	9
2013 Toyota Double Cab P/U - #5018	9
2013 Toyota Double Cab P/U - #5019	9
2013 Toyota Tundra P/U -#5022	9
2014 Toyota Tundra P/U - #5027	9
2014 Toyota Tundra P/U - #5025	9
2010 Toyota Highlander - #09.10	9
2014 Toyota Tundra P/U - #5028	9
2014 Toyota Tundra P/U - #5029	8
2014 Toyota Tundra P/U - #5031	8
2014 Dodge Ram 3500 - #5032	8
2014 Dodge Ram 3500 - #5033	8
2014 Dodge Ram 3500 - #5035	8
2014 Toyota Tundra P/U - #5034	8
2014 Toyota Tundra P/U - #5037	8
2014 Toyota Tundra P/U - #5042	8
2015 Chevrolet Suburban - #5044	8
2015 Chevrolet Silverado - #5048	8
2015 Toyota Tundra - #5049	7
2015 Toyota Tundra - #5050	7
2015 Dodge Ram - #5056	7
2016 Chevrolet Silverado - #5059	7
2016 Chevrolet Silverado - #5061	6
2016 Honda Pilot- #5062	6
2018 Toyota Tundra P/U - #5064	6
Manitex Crane	5
Manitex Crane	20
Manitex Crane	20
Crane Tower	20
Skyclimer Platform/Steel	20
Used Taylor Lift, Model TE 250M 25,000 LB	20
Generator 150-159KW.DSL - Multiqui DCA150SS	19
Bug-o 2400	17
Broadcrown 120KW Generator- BCJD130S	17
20 KW Diesel Generators 120/240Volt 1 Phase YanmarDiesel Mtr	15
20 KW Diesel Generators 120/240Volt 1 Phase YanmarDiesel Mtr	15
(4) Topcorn 239 Total station Surveying Equipment Packages with collectors	14
Job Boxes	14
Hydraulic Plant	14
(4) Hoist Scaffold Systems for Paint Crews	13
(3) Scaffold Systems w/ Locking Pin for Steel Crew	13
Trailer VC719TA2 - #TRLR27	13
(2) Generators- 3phase 150 KVA John Deere	13
(12) 500 gallon double wall fuel tanks	13
Job Boxes	13
Power Max Hyperthem Plasma Cutter	12
Power Max Hyperthem Plasma Cutter	12
Hoist Powerclimber Pc1000	12
Hoist Powerclimber Pc1000	12
Hoist Powerclimber Pc1000	12
Job Boxes	12
Spheroid Scaffolding	12
Speroid Hoisting Equipment	12
Spheroid Fixtures and Parts	12
Job Boxes	11
(2) LT-7 Tractor and Idealarc DC-600 packages	9
Gen 220KVA 3 Phase 314hp Cummins	9
Gen 180KVA 3Phase 314hp Cummins	9

Gen 180KVA 3Phase 314hp Cummins	9
2008 Manitex Pedestal Mount Crane	9
2008 Manitex Pedestal Mount Crane	9
AGW Girth Welder and Power Source	9
Generator 25KVA 34.4 hp	9
Manitex 22 Ton Pedestal Mount Crane	9
AGW Girth Welder and Power Source	8
Cummins314hp Generator	8
Hoist Air Motors	8
Hoist Air Motors	8
Hydraulic Plant and Kubota Engine	8
Used 2011 Multiquip DCA220 Portabal Generator	8
Used 2008 Muliquip DCA220 Porable Genterator	8
2014 22Ton Manitex Crane	8
Kubota Engine	8
Frame and Decking for Swing Stages	8
Manitex 2262S Pedestal Mount Crane	8
Kubota Engine and Hydraulic Plant # 2213	8
Hydraulic Plant Frame- #2212	8
(3) Shell Buggies	8
New Coatings Trailers and Modifications	8
Crane Basket Modifications for Crane #2262	8
Crane Modifications- Crane 2112	8
(8) TU-32 Griphoists	7
Mobile Security Unit with Transport Case	7
Wintech 1500 lb Air Winch U8A-15S	7
Hoist- SCA 750-1500LB and Deck	7
Hoist- SCA 750-1500LB and Deck	7
Hoist- SCA 750-1500LB and Deck	7
Hoist- SCA 750-1500LB and Deck	7
Hoist- SCA 750-1500LB and Deck	7
Hoist- SCA 750-1500LB and Deck	7
Mobile Security Unit with Transport Case	7
Lincoln Welder Model Flextrec 450	7
(10) TU17 Hoist	7
Welding Generator Distribution Panels and Cabinet	7
(4) TU-32 Grip hoists & Wire Assembly	7

Toro 23.5 KAW 60 TB Lawn Mower	7
Hoist ZMAC1000	7
Hoist ZMAC1000	7
Telescopic Spreader, U23000A	7
Mobile Security Unit with Transport Case	7
(6) Lincoln Welder Model Flextrec 450	7
Empty Job Box	7
Empty Job Box	7
Empty Job Box	7
Coatings Trailer	7
Crane Modifications- Crane# 2113	7
Crane Modifications- Crane# 2114	7
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
Lincoln LN-25 PRO Wire Feeder	3
2019 Toyota Tundra #5069	3
Betamax (Leo) Electric Winch Model 50-40	3
(4) Turfers - 32 Griphoist for Pedestal Crew	3
Distribution Panel for Generator for SET Crew	3
Mobile Security Unit with Transport Case #19	3
Mobile Security Unit with Transport Case #20	3
Mobile Security Unit with Transport Case #21	3
Spider Electric Motor - SC 1000 for SET Crew	3
Spider Electric Motor- SC 1000 for SET Crew	3
Spider Electric Motor - SC1000 for SET Crew	3
Spider Electric Motor - SC1000 for SET Crew	3
Spider Electric Motor - SC1000 for SET Crew	3
Spider Electric Motor - SC1000 for SET Crew	3
Job Box for Pedestal Crew	3

Lincoln Flextec 500 Multi-Process Welder	3
Lincoln Flextec 500 Multi-Process Welder	3
Lincoln Flextec 500 Multi-Process Welder	3
Lincoln Flextec 500 Multi-Process Welder	3
Lincoln Flextec 500 Multi-Process Welder	3
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Miller Suitcase X-treme Welder w/Drive roll	3
Man Basket KOK 151003	3
Man Basket KOK 151003	3
Manitex Crane #2116	3
Job Box for Steel Crew	3
Job Box for Steel Crew	3
Hydraulic Winch	3
Hydraulic Winch	3
Hydraulic Winch	3
Concrete Bucket	3
Concrete Bucket	3
Concrete Bucket	3
(1) Office & (1) Storage Containers	3
(1) Office & (1) Storage Containers	3
(1) Office & (1) Storage Containers	3
(5) Crane Tower Racks	3
Manitex Crane #2117	3
Job Box for Pedestal Crew #12	3
Swing Stage Set	3
Horizontal Cone Suspension	3
Wood Forms Accessory Package	3
Mobile Security Unit with Transport Case #22	3
(2) Porta Power Sets	3
2020 Toyota Tundra #5070	3
2020 Toyota Tundra #5071	3
6.5'x6.5'x9' Enclosed Cargo Trailer (TRLR 28)	3
(3) Sets of 7 Upper Ball Support Poles	3
Scaffolds Z Boards and Racks for SET Crew	3

(4) Jack Cylinders - Orange for Pedestal	3
(4) Jack Cylinders - Orange for Pedestal	3
(4) Jack Cylinders - Orange for Pedestal	3
(6) Jack Cylinders - Orange for Pedestal	3
54' Scaffold	3
(2) Scaffold & Handrail Packages - Steel	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
(1) Type E Shell Buggy	3
Job Box for Civil Crew #10	3
Job Box for Civil Crew #9	3
(4) Turfers - 32 Griphoist for Pedestal Crew #13	3
(75) Dbl Ext Walers, (100) Dbl Int Walers, (30) Wall Form Hangers for New Forms	3
Survey Equipment for Pedestal Crew #13	3
Job Box - Pedestal Crew #13	3
Welder Lincoln Flextec 500x	3
Welder Lincoln Flextec 500x	3
Welder Lincoln Flextec 500x	3
Welder Lincoln Flextec 500x	3
30 Ton Through Hole Jack - Steel	3
30 Ton Through Hole Jack - Steel	3
30 Ton Through Hole Jack - Steel	3
30 Ton Through Hole Jack - Steel	3
30 Ton Through Hole Jack - Steel	3
3-Man Basket	3
3-Man Basket for Ped Crew #13	3
Tower Clips & Chain for Ped Crew #13	3
Taber Ties w/Box (1 set) for Ped Crew #13	3
(44) Interior Yoke Scaffold Brackets for Walls	3
(36) Ring Beam Brackets	3
2020 Toyota Tundra 4WD 874550 - # 5072	2

2020 Toyota Tundra VIN 025956	2
2020 Toyota Tundra VIN 026082	2
(1) Type E Shell Buggy	2
(1) Type E Shell Buggy	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Miller X-treme Suitcase (feeder) & (1) Weld Machine 500 Lincoln	2
(1) Maturity Meter	2
(1) Maturity Meter	2
(1) Maturity Meter	2
(1) Maturity Meter	2
(1) Maturity Meter	2
(1) Man Basket	2
(1) Man Basket	2
(1) Man Basket	2
(1) Man Basket	2
20-018 - Concrete Bucket	2
20-018 - Concrete Bucket	2
20-027 - Shell Buggy	2
20-068 - Distribution Panel - 220 Volt	2
20-069 - (4) Distribution Panels	2
20-018 - Concrete Bucket	2
20-018 - Concrete Bucket	2
20-007 - (4) Turfers - 32 Griphoist for Pedestal Crew	2
20-012 - 38' Forms Dome & Ring (38.32 & 38.42)	2
20-088 B - 42' Wall/Pilaster Wood Forms (42.16 & 42.26)	2
20-088 C - 42' Wall/Pilaster Wood Forms (42.17 & 42.27)	2
20-021 - Weld Machine 500 Lincoln	2
20-021 - Weld Machine 500 Lincoln	2
20-021 - Weld Machine 500 Lincoln	2

20-021 - Weld Machine 500 Lincoln	2
20-021 - Weld Machine 500 Lincoln	2
20-016 - Mobile Security Unit with Transport Case #23	2
20-016 - Mobile Security Unit with Transport Case #24	2
20-016 - Mobile Security Unit with Transport Case #25	2
20-008 - Hydraulic Winch	2
20-008 - Hydraulic Winch	2
20-008 - Hydraulic Winch	2
20-008 - Hydraulic Winch	2
20-088 E - 42' Dome & Ring Wood Forms (42.35 & 42.45)	2
20-088 F - 42' Dome Ring Wood Forms (42.36 & 42.46)	2
20-089 - Test Panels for Forms	2
20-009 B - 24' Wall Pilaster Wood Forms (24.13 24.23)	2
19-038 - Fabricated Access Equipment	2
19-038 - Horizontal Suspension Set	2
19-038 - Scaffolds, Boards, & Racks	2
19-040 - Fit Up Gear Accessories	2
19-040 - High Angle Rescue and Air Monitoring for SET #12	2
19-040 - Small Toolbox for SET #12	2
19-043 - Reciprocating Air Compressor - Ingersoll Rand Type 30	2
19-043 - Reciprocating Air Compressor - Ingersoll Rand Type 30	2
19-044 - SpiderSwing Stage 55 FT	2
19-044 - SC1000 Spider Electric Motor	2
20-073 - Fabricated Access Equipment	2
20-074 - Scaffolds, Boards, and Racks	2
20-076 - Shell Buggy	2
20-076 - Shell Buggy	2
20-079 - Small Tool Box for Steel Crew #13 - Brian Lee	2
20-081 - High Angle Rescue and Air Monitoring	2
20-007 - (6) Turfers - 32 Griphoist for Pedestal Crew	2
20-011 32' Dome & Ring Wood Forms (32.38 & 32.48)	2

20-013A - 46' Wall/Pilaster Wood Forms (46.16 & 46.26)	2
20-010 - 28' Wall Forms (28.13 & 28.23)	2
20-012 B - 38' Wall, Dome, and Rings Wood Forms (38.13,38.23,38.33,38.43)	2
20-029 - Hoist Cable Roller	2
20-030 - Manitex Crane 22625 CRN 2118	2
20-031 - Hydraulic Plant	2
20-032 - Crane basket and pedestal	2
20-036 - (1) Crane Tower Rack	2
2021 Toyota Tundra - 278489 - # 5075	1
20-010 28' Wall, Dome & Ring Forms(28.14 & 28.24 / 28.33 & 28.43)	1
20-037 - Tower Clips & Chain - Tower Dogs	1
21-011 Form 28' Dome & Ring (28.34 & 28.44)	1
21-010 - 24' Wall Forms (24.14 & 24.24)	1
21-012 - 32' Wall Forms (32.19 & 32.29)	1
21-010 A - 24' Wall Forms (24.34 & 24.44)	1
21-014 - 42' Pilaster forms for 14' Door	1
2021 F150 VIN MFA89779 - # 5077	1
2021 F150 XLT VIN MKD45642 - # 5076	1
NCCCO Crane Training Kit - Start/Stop Circles and Weights	1
48' Flatbed Trailer for Coatings Unit# 483561	1
21-016 A - Alarm System #1, #4 Upgrade to 5G	1
21-013 A - 38' Wall/Pilaster Dome/Ring Forms (38.14, 38.24, 38.34, 38.44)	1
21-035 (3) Turfers-TU17 Griphoist for Steel Crew	1
21-035 (3) Turfers-TU17 Griphoist for Steel Crew	1
21-016 B - Alarm System #2, #5 Upgrade to 5G	1
21-004 Rebuild New Hyd Plant 2206	1
21-024 - Lincoln Flextec 500X Welder	1
21-024 - Lincoln Flextec 500X Welder	1
21-024 - Lincoln Flextec 500X Welder	1
21-025 - Miller Xtreme Suitecase / feeder	1
21-025 - Miller Xtreme Suitecase / feeder	1
21-025 - Miller Xtreme Suitecase / feeder	1
21-015 - 46' Pilaster Form & Half Interior Wall Form (46.26b)	1
21-016 C - Alarm System #11 Upgrade to 5G	1
21-016 D - Alarm System #16 Upgrade to 5G	1
21-016 E - Alarm System #23 Upgrade to 5G	1
21-016 F - Alarm System #15 Upgrade to 5G	1
Refurb of 2016 Chevrolet Silverado #5059	1
Refurb of 2013 Toyota Double Cab P/U - # 5013	1
20-009 24' Walls/Pilaster Forms 24.03 - Replacement 24' Floor	1
21-013 B 38' Walls/Pilaster Forms - 38.15 & 38.25	1
21-013 B 38' Dome/Ring Beam Forms - 38.35 & 38.45	1
22-017 A 46' Wall/Pilaster Forms - 46.17 & 46.27	1
22-017 B 46' Wall/Pilaster Forms - 46.18 & 46.28	1
22-046 2013 Baldor Generator MN TS1502T	1
22-017 A 46' Dome/Ring Forms - 46.37 & 46.47	1
22-021 A - Alarm System #18 Upgrade to 5G	1
22-021 B - Alarm System #22 Upgrade to 5G	1
22-016 42' Pilaster only - for use with #464 replaces 42.16	1
22-017 B 46' Dome/Ring Forms - 46.38 & 46.48	1
2004 Trailerman - TRLR #18 - 67441N	17
Used 2021 Ford F150 for EHS, #5078	1
22-021 C - Alarm System Upgrade to 5G, Unit #20	1
22-021 D - Alarm System Upgrade to 5G, Unit #25	1
22-021 E - Alarm System Upgrade to 5G, Unit #21	1

Landmark Structures I, LP
1665 Harmon Rd
Fort Worth, Texas 76177
817-439-8888
www.teamlandmark.com

July 20, 2023

Dear City of Edinburg,

The undersigned party certifies that **Landmark Structures, I, LP** complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Landmark Structures I, LP

Christopher Lamon
Printed name

Signature

CEO of Landmark Structures Management LLC
Position in bidding company

July 20, 2023
Date

PERFORMANCE BOND

Contractor Landmark Structures I, LP Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** 1665 Harmon Road Fort Worth, Texas 76177	**Surety** Fidelity and Deposit Company of Maryland Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** % Zurich, 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner City of Edinburg Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 University Drive Edinburg, Texas 78541	**Contract** Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank - Edinburg, Texas Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: TBD post Contract Award **[Amount from Contract]** Effective Date of Contract: TBD post Contract Award **[Date from Contract]**

Bond Bond Number:

Bond Amount: **[Amount]** TBD post Contract Value

Date of Bond: **[Date]** TBD post Contract Award

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
Landmark Structures I, LP *(Full formal name of Contractor)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: Performance Bonds are executed on award *(Signature)*	By: Performance Bonds are executed on award *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared

Christopher Lamon, who
[Affiant]

being by me duly sworn on his oath stated that he is CEO, of
[Title]

Landmark Structures Management LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Landmark Structures I, LP

Christopher Lamon, CEO of Landmark Structures Management LLC
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on July 20, 2023.
[Date]

LINDA E SANTIAGO
Notary ID #132344104
My Commission Expires
February 4, 2024
[Notary Seal]

Notary Public in and for the State of TEXAS

Linda E. Santiago
[Print or type Notary Public name]

My Commission Expires: February 4, 2024
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation: N/A - Landmark is a Limited Partnership

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: Landmark Structures I, LP
Mailing Address: 1665 Harmon Road, Fort Worth, Texas 76177

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship N/A - Landmark is a Limited Partnership

Name:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Christopher Lamon, CEO of Landmark Structures Management LLC
[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

July 20, 2023
[Typed Date]

END OF DOCUMENT

Document 00631

RESOLUTION OF CORPORATION

N/A - Landmark is a Limited Partnership

I hereby certify that it was RESOLVED by a quorum of the directors of

_____
[Name of Corporation / Contractor]

meeting on this_____day of_____, 20____, that_____,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

_____day of, _____, 20____.

_____
Secretary/Assistant Secretary

_____
[Seal]

END OF DOCUMENT

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

William O. Fields, CFO of Landmark Structures Management LLC, General Partner
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the Landmark Structures Management LLC (the General Partner of Landmark Structures I, LP), meeting
name of corporation

on the day of 30th day of April, 2022, that Christopher Lamon, CEO of Landmark Structures Management LLC, _____, and _____, be, and hereby is,

authorized to act on behalf of Landmark Structures I, LP, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 20th day of July, 2023.

Secretary

(seal)

William O. Fields, CFO of Landmark Structures Management LLC, General Partner

Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Christopher Lamon, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is CEO, of
[Title]

the Landmark Structures Management LLC, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this 30th day of April, 2022. A duly certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project in accordance with sound construction practice and all laws of the State of Texas.

Landmark Structures I, LP

Christopher Lamon, CEO of Landmark Structures Management LLC

[Affiant]

SWORN AND SUBSCRIBED before me on this 20th day of July, 2023.

Notary Public in and for the State of TEXAS

LINDA E SANTIAGO
Notary ID #132344104
My Commission Expires
February 4, 2024

[Seal]

Linda E. Santiago
[Print or Type Notary Public Name]

My Commission Expires: February 4, 2024
[Expiration Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Landmark Structures I, LP
[Typed Name of Company:]

Christopher Lamon, CEO of Landmark Structures Management LLC
[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

July 20, 2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Landmark Structures

Reference Company Name: Town of Northlake

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
2. Performed and Completed Punch List items timely: Yes ☑ No ☐
3. Provided completed warranty documents and performed warranty items timely: Yes ☑ No ☐
4. Contractor's history of completing on schedule: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ☑ No ☐

Signature: Eric J. Tamayo

Printed Name: Eric J. Tamayo

Date: 7/17/23

Email: etamayo@town.northlake.tx.us

Phone: 940-242-5704

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Landmark Structures

Reference Company Name: City of Temple

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
2. Performed and Completed Punch List items timely: Yes ☑ No ☐
3. Provided completed warranty documents and performed warranty items timely: Yes ☑ No ☐
4. Contractor's history of completing on schedule: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ☑ No ☐

Signature: Sharon Sesler

Printed Name: Sharon Sesler

Date: June 30, 2023

Email: ssesler@templetx.gov

Phone: 254-298-5152

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Landmark Structures

Reference Company Name: City of Texas City

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent [X] Good [ ] Satisfactory [ ] Poor [ ]
2. Performed and Completed Punch List items timely: Yes [X] No [ ]
3. Provided completed warranty documents and performed warranty items timely: Yes [X] No [ ]
4. Contractor's history of completing on schedule: Excellent [X] Good [ ] Satisfactory [ ] Poor [ ]
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent [X] Good [ ] Satisfactory [ ] Poor [ ]
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent [X] Good [ ] Satisfactory [ ] Poor [ ]
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes [X] No [ ]

Signature: Jason Baecker

Printed Name: Jason Baecker

Date: 07/17/2023

Email: Jbaecker@texascitytx.gov

Phone: (409) 643-5865

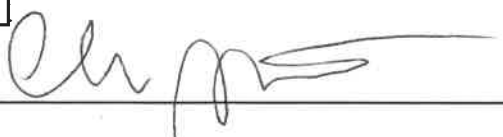
REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Landmark Structures

Reference Company Name: CITY OF ANGLETON

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
2. Performed and Completed Punch List items timely: Yes ☑ No ☐
3. Provided completed warranty documents and performed warranty items timely: Yes ☑ No ☐
4. Contractor's history of completing on schedule: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ☑ No ☐

Signature: 

Printed Name: CHRISTOPHER WHITTAKER

Date: 17 JULY 2023

Email: cwhittaker@angleton.tx.us

Phone: 9797996479

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Landmark Structures

Reference Company Name: Letara Development Company

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
2. Performed and Completed Punch List items timely: Yes ☑ No ☐
3. Provided completed warranty documents and performed warranty items timely: Yes ☑ No ☐
4. Contractor's history of completing on schedule: Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ☑ Good ☐ Satisfactory ☐ Poor ☐
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ☑ No ☐

Signature: 

Printed Name: Al Burtin

Date: 7/17/23

Email: alburtin@westwoodland.com

Phone: 817-366-4196

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK 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
Interest Statement	CL
Company submitting proposal for the Elevated Storage Tank Qualification General Questionnaire	CL
*Project Requirements Acknowledgment	CL
Litigation Disclosure	CL
Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	CL
*Insurance Requirement Acknowledgment	CL
Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Vendor Questionnaire)	CL
Submittal Checklist	CL
*House Bill 89 Verification	CL
*Formal Proposal for the One Million Gallon Elevated Storage Tank	CL
1 Original* and 2 Copies of Submittal	Will Submit Electronically

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

Benjie Talley

DIRECTOR OF PRE-CONSTRUCTION

Benjie is a professional with direct oversight into the entire process from bidding to close-out. He is experienced in every facet of composite elevated water tank construction and has a track record for delivering projects safely, and on time. Benjie directly manages engineering, estimating, and value engineering departments with responsibilities crossing into all other facets of the business.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2000 - present) – Director of Preconstruction

- Manages owner and subcontractor relationships from corporate-wide viewpoint
- Oversees all estimating, design and project setup in preparation for construction
- Develops and implements strategic programs and extended teams for both the management and execution of construction projects
- Develops and implements project control processes: revenue, cost, quality and schedule
- Develops and implements cost-reduction and risk-management programs
- Manages and provide solutions to customer and job challenges.
- Former Director of Project Management with direct experience as a project manager on over 100 Composite Elevated Tank completions

Previous Positions include:

Director of Project Management
Program Manager
Project Manager

EDUCATION

Texas A&M University - BS, Agriculture System Management

REGISTRATIONS & CERTIFICATIONS

- NACE Certified Coating Inspector # 7477
- SSPC Participating Member

Gary Stanford
PRE-CONSTRUCTION MANAGER

Gary is a dedicated construction professional with over 10 years' experience in the construction industry. Heis responsible for project initiation, communication, planning, directing and overseeing site development, engineering and drafting, and procurement functions.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2018 - present) – Pre-Construction Strategy / Water Quality Manager

(2014 - 2018) - Water Mixing Division
- Discover markets and prospects for Water Mixing opportunities
- Develop business plan for Water Mixing division
- Subcontract oversight
- Establish and develop relationships with clients
- Foster collaborative relationships with Engineering and other departments
- Respond to RFIs, RFQs, and RFPs
- Prepare estimates in support of bid opportunities
- Define and review scopes of work related to contractual agreements

Basic Industries, Ltd, Corpus Cristi, TX
(2011 - 2014) - Project Manager

Landmark Structures, Fort Worth, TX
(2010 - 2011) – Coatings Coordinator

EDUCATION

Texas State University - BS, Construction Technology

REGISTRATIONS & CERTIFICATIONS

- NACE Certified Level 3 – Coating Inspector
- SSPC Certified Quality Control Supervisor
- SSPC Industrial Coatings Project Manager

Michael Pope
PROJECT MANAGER

Michael's specific responsibilities and duties include management of project budgets, schedules, multiple self-perform crews in multiple locations simultaneously, cost and reporting, value engineering, issuing subcontracts and vendor relationships. In addition, Michael provides oversight of Environmental Health and Safety requirements to ensure the project exceeds safety and quality requirements.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2019 – present) – Senior Project Manager
- Maintain accountability for design and construction projects.
- Develop and train Junior Project Managers. Lead strategic programs and extended teams.
- Develop and manage project controls, revenue, schedule, implement cost-reduction programs.
- Plan and control multi-disciplined scope of work from project start-up to close-out.
- Manage customer contract, submittals, and administration.
- Lead effective problem solving with various clients/project challenges.

Corval Builders & Erectors, Inc., Houston, TX
(2017 – 2018) – Senior Project Manager
- Developed performance metric tracking for major WBS elements for weekly PR measurements of individual elements of projects.
- Accountable for two Corpus Christi projects, one $30MM for new dock and piping interconnection and the second $3.1MM piping interconnection.
- Responsible for monthly project financial reporting and estimate at completion forecasting.

Caldwell Tanks, Inc., Industrial Division, Houston, TX
(2014 - 2017) Senior Project Manager
- Managed a small team of project managers who were responsible for the project execution of multiple industrial tank projects from receipt of contract to project closure.
- Directly managed the installation of 28 industrial tanks at multiple different facilities and kicked off the manufacturing of 21 new tanks at multiple different manufacturing facilities in the Houston area to reduce manufacturing cost for new project.
- Subcontract management of tank foundations, coatings and linings.

EDUCATION

Barbers Hill High School, Mont Belvieu, Texas – Diploma

REGISTRATIONS & CERTIFICATIONS

PMP - Project Management Professional

Nathan Lange

GENERAL SUPERINTENDENT – STEEL

Nathan is a construction manager with vast experience construction a variety of tank styles all over North America. His past experience includes successful erection of all styles of AWWA potable water tanks, specialty tanks, thermal energy storage tanks and API tank fabrication. Nathan is adept at successfully executing projects safely and on-time in difficult locations.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2013 - present) - General Superintendent – Steel Construction

- Manage the work of all steel crews in fabrication, welding and erection of all types of tanks in various industries.
- Responsible for the site supervision, scheduling and execution of tank erection and welding processes.
- Select and train employees on projects.
- Hire and train new field employees.
- Help manage safe work practices.
- Develop and modify work plans.
- Oversee jobs costs.

Caldwell Tank, Louisville, KY

(1999 – 2013) - Senior Superintendent

EDUCATION

High School Diploma

REGISTRATIONS & CERTIFICATIONS

- OSHA 30 Hour
- CPR / First Aid
- Certified Crane Operator – NCCCO
- Certified Equipment Operator – Crane Institute of America
- TWIC

Michael Kuehn

GENERAL SUPERINTENDENT - CIVIL

Michael serves as Landmark's key representative on job sites and interacts with project and construction management, owners, engineers, inspectors, and government agencies to ensure a quality product is produced according to specifications and in a cost effective, timely and safe manner.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2018 - present) - General Superintendent – Civil Construction

- Manage all aspects of civil projects including field/office personnel, equipment, finances, safety enforcement, schedules, and material procurement.
- Typical project size is 15-20 million.
- Build and maintain good relationships with clients, subcontractors, and vendors.

American Concrete Products, Valley, NE
(2017 – 2018) - Project Manager

Landmark Structures, Fort Worth, TX
(2006 – 2017) - Superintendent/General Superintendent – Civil Project Manager

Kiewit Texas Construction, Fort Worth, TX
(2001 – 2006) - Foreman/Superintendent

EDUCATION

Nebraska Wesleyan University, Lincoln, NE – Business Administration/Sociology (Dual)

Registrations & Certifications

- 30 Hour OSHA
- The National Commission for the Certification of Crane Operators (NCCCO)
- Current First Aid CPR AED

Matt Goldsmith

GENERAL SUPERINTENDENT - COATINGS

Matt specializes in the construction, coatings, and construction management of storage tanks. He demonstrates high-leadership competencies, effective field management and craft development abilities. Matt has proven successful in the continuing improvement of construction practices and efficiencies.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2015 - present) – Coatings Manager

- Coordinate and collaborate with subcontractors to perform coatings operations
- Schedule the project in logical steps and budget time required to meet deadlines.
- Study job specifications to determine appropriate construction methods.
- Determine labor requirements and dispatch workers to construction sites.
- Develop and implement quality control programs.
- Confer with supervisory personnel, owners, contractors, and design professionals to discuss and resolve matters such as work procedures, complaints, and construction challenges.
- Plan, organize, and direct activities concerned with the construction and maintenance of structures, facilities, and systems.

Caldwell Tank, Louisville, KY
(2003 – 2015) - Field Superintendent

Chicago Bridge & Iron Company, Chicago, IL
(2002 – 2003) - Superintendent

EDUCATION

High School Diploma

REGISTRATIONS & CERTIFICATIONS

- 10 Hour OSHA
- 40 Hour OSHA
- NACE Certified Coatings Inspection #080469
- The National Commission For The Certification Of Crane Operators (NCCCO)
- Current First Aid CPR AED
- AWS (CWI) Certified Welding Inspector
- AWS (CWE) Certified Welding Educator
- API 653 Aboveground Storage Tank Inspector

Tim Fetters

DIRECTOR OF ENVIRONMENTAL HEALTH AND SAFETY

Tim is experienced in health, safety, security and environmental systems management, with additional expertise in program development, inspection and management of construction delivery methods. Tim's extensive education and training in manufacturing as well as industrial, commercial, power generation, chemical, and petroleum industries make him the ideal manager for workplace and jobsite safety and related initiatives for Landmark.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX

(2007 - present) – Director of Environmental Health & Safety

- Responsible for development, implementation and maintenance of Landmark's corporate EHS System.
- Developed and executed new, comprehensive EHS program at Landmark; including procedures, training, tracking and analysis, which has resulted in improved performance, while raising awareness and commitment.

Jacobs Engineering, Houston, TX

(2000 – 2007) – Regional EHS Manager

Sabre / EDS Corporate Campus, Southlake, TX

(1999 – 2001) – EHS Manager

Fluor Corporation, North TX

(1997 – 1999) - EHS Manager

EDUCATION

- Texas A&M University - MS, Construction Management
- Truman State University - BS, Industrial Science

REGISTRATIONS & CERTIFICATIONS

- Certified Safety Professional (CSP), Board of Certified Safety Professionals
- American Institute of Constructors, Associate Professional Constructor
- Certified Asbestos Facility Inspector, Texas Engineering Extension Service
- Certified Utility Safety Administrator, National Safety Council
- Member of American Society of Safety Engineers (ASSE)
- OSHA 500 Certified 10/30-hour instructor
- MSHA 40 Hour Safety Certificate

Michael Faubel

DIRECTOR OF TECHNICAL SERVICES & QUALITY

Michael Faubel is an elected Fellow of the American Concrete Institute with over 20 years' experience in technical and design aspects of construction materials and over 10 years' experience specific to quality management. Michael has led the development and implementation of industry standards with organizations such as ACI, ASQ, ASTM, AWWA, and AMPP (formerly NACE & SSPC), and is recognized for his commitment to improving the concrete and tank coatings industries.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(2003 – Present) – Director of Technical Services & Quality

- Director of technical services and quality for Civil construction, industrial coatings, and steel tank fabrication.
- Responsible for establishing and training of standard Quality Assurance and Quality Control procedures
- Responsible for selecting material sources, design of concrete mixes and selection of high-performance coatings to maximize quality, efficiency and provide optimum value to each client.

Chandler Concrete, Burlington, NC
(1998 – 2003) – Quality Control Manager

EDUCATION

- University of North Carolina at Chapel Hill - BA, Business

REGISTRATIONS & CERTIFICATIONS

- ACI International & Local Chapter
- AWWA, ASTM International
- ASQ - Certified Quality Auditor
- NRMCA - Certified Concrete Technologist Level 4
- AMPP - Certified Coatings Inspector Level 3

Rolf Pawski, P.E.
SENIOR DESIGN ENGINEER

Rolf is responsible for all tank structural design, design programs, and engineering policies. He is active in managing complex design configurations and maintaining engineering policy in the face of multiple changing standards and codes. Rolf is well recognized in the industry for his major contributions to the advancement of elevated tank design, and for his significant writing efforts on behalf of the industry standards and codes.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(1995 – present) – Senior Design Engineer

- Establish and maintain design and engineering policy.
- Provide expert advice to all engineering and construction staff to solve difficult challenges
- Provide structural designs of elevated tanks and foundations.

Chicago Bridge & Iron Company, Chicago, IL
(1981 – 1995) – Senior Design Engineer

Kenny Construction Company, Northbrook, IL
(1980 – 1981) – Engineer/Estimator

Chicago Bridge & Iron Company, Chicago, IL
(1969 – 1979) – Design Engineer

EDUCATION

Cleveland State University – BCE

REGISTRATIONS & CERTIFICATIONS

- Registered Structural Engineer: Illinois
- Registered Professional Engineer: Alabama, Arkansas, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Los Angeles, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, **Texas**, Virginia, Wisconsin

John Grendzinski, P.E.
ENGINEERING MANAGER

Extensive experience in the civil engineering field, with expertise in structural and foundation systems and tank design. Responsible for the design and detailing of composite elevated water tanks and above ground storage tanks, development of construction procedures and equipment, and development of computer tools for engineering.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX
(1998 – present) – Engineering Manager

- Responsible for engineering of composite elevated water tanks and above ground storage tanks.
- Manages engineering deliverables, prepares foundation and tank designs, review soils report.
- Develops and maintains design programs.
- Reviews construction procedures and equipment.
- Supports industry standards development efforts.

Chicago Bridge & Iron Company, Chicago, IL
(1989 – 1998) – Design Engineer

- Designed low temperature and cryogenic structures.
- Prepared calculations and developed design tools and methods.
- Prepared structural steel frame calculations and specifications.
- Designed all-steel and composite concrete-steel elevated water tanks.
- Performed shell buckling analyses.
- Prepared seismic evaluations and recommended retrofit of existing elevated water tanks.

EDUCATION

- University of Illinois – Master of Science, Civil Engineering, 1989
- University of Illinois – Bachelor of Science, Civil Engineering, 1987

REGISTRATIONS & CERTIFICATIONS

- Registered Professional Engineer: Florida, Illinois, Mississippi, New Mexico, **Texas**, Washington & West Virginia
- Registered Structural Engineer: Illinois & Washington
- Member – American Water Works Association Standard Committee for the New General Tank Standard

SUBCONTRACTOR RESUMES

Landmark has provided resumes for our Subcontractor, Foremost Paving, Inc.

FPI

Foremost Paving Resume

Foremost Paving, Inc. was established in 1976, and specializes in Asphalt Paving, Concrete Paving, Heavy Civil Construction, Utilities, Marine and Site Development for both public and private sector clients throughout South Texas. Foremost Paving has worked hard to develop an outstanding reputation for performing quality work and completing the job on time and within budget.

Foremost Paving, Inc. has worked extensively with TXDOT building bridges, mechanically stabilized earth (MSE) walls, other various concrete structures and installing highway drainage systems. Foremost Paving has also performed site work contracts that have included mass excavations and backfill operations with high compaction requirements. Foremost Paving's work for private companies includes Calpine Energy, Kiewit Offshore Marine, and others. Foremost Paving, Inc. has also worked for many local municipalities, counties, irrigation, and drainage districts.

Our experienced team ensures that we exceed our customer's expectations on each project from start to finish. Each project constructed by Foremost Paving is supervised directly by a job superintendent whose experience is typically more than 10 years. Many of the project management and field supervisors have more than 20 years' experience

Our services and capabilities include, but are not limited to:

- Bridge Construction
- Pile driving (Concrete, Steel and Vinyl Sheet Pile)
- Drill Shafts
- Concrete Structures
- River Pump Stations
- Sanitary Sewer Lines and Lift Stations
- Underground Utility Installation
- Storm Drainage Lines
- Large Diameter Pipe Irrigation Lines
- Site Work

- Reservoir Construction
- Levee Construction
- Ready Mix Concrete Production
- Asphalt Paving
- Concrete Paving
- Crack and Joint Sealing
- Seal Coating
- Striping and Wheel Stops

HEAVY CIVIL CONSTRUCTION AND PAVING PROJECTS

- El Pico Water Treatment Plant
- San Roman Wind Farm
- Brownsville Interchange
- US 281 Expansion in Edinburg
- Walmart in Hidalgo
- Sullivan City Sewer Project
- Border Wall in Progresso
- Dixieland Road Extension in Harlingen
- Sharyland Water Supply Corp. Reservoir
- Expansion of US 59 between US 281 and I 37 in George West, TX. Built 5 bridges including 1 over the Nueces River
- Relieving platform for Kiewit Offshore Marine in Ingleside, TX. Included steel sheet piling and concrete piling.
- Numerous projects with Kiewit including Texas Department of Transportation and US Army Corps of Engineers
- Construction of 14 bridges and over 1 million square feet of Mechanically Stabilized Earth walls on Expressway 77 in Willacy County. This was broken into two separate contracts with TXDOT.

- Bentsen Road Sanitary Sewer Line – Installed approximately 2.8 miles of PVC pipe at a depth of between 17 to 40 feet.

- Hidalgo Reynosa Northbound Bridge – We completed this project in 1988. We constructed the United States portion of a four-lane international bridge for vehicles and pedestrians from Reynosa, Mexico to Hidalgo, TX. The foundation system for this bridge required the construction of large caissons to be built in the Rio Grande River and the Northern riverbank.

July 6, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

RE: City of Georgetown
1.5MG Elevated Storage Tank

To whom it may concern:

In September 2022, Landmark Structures was awarded the project of constructing a 1.5MG Elevated Water Storage Tank in Georgetown, Texas. The construction on this tank is approximately 70% complete, on schedule and expected to be online in May 2024.

We have found our experience with Landmark Structures to be very professional. They are engaged and resourceful in producing a high-quality elevated tank that meets design criteria and is visibly appealing.

Yours truly,

David Herzog
Project Manager

LJA ENGINEERING
2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPELS F-1386 TBPELS 10110501

July 3, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

Re: City of Port Arthur
2.5-MG Elevated Storage Tank

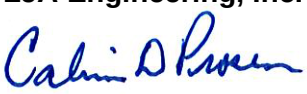
To Whom It May Concern:

In April 2016, Landmark Structures was awarded the project of constructing a 2.5MG Elevated Water Storage Tank in Port Arthur, Texas. The project remained on schedule and was completed under budget. The tank has been online for more than a year and passed the first annual inspection without complications. (*Note, this project was designed and completed while I was employed at Arceneaux Wilson & Cole, LLC*).

Over my career, I have personally worked with Landmark Structures on several elevated tank projects. Their commitment to quality, workmanship, safety, and everything you want on a project are exceptional. This commitment is shown throughout their work force from the bottom to the top and comes through in their product.

We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high-quality elevated tank that meets design criteria and is visibly appealing.

Sincerely,
LJA Engineering, Inc.



Calvin D. Prosen, PE
Vice President

ARDURRA

July 10, 2023

Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

RE: City of Corpus Christi
3.0MG Elevated Storage Tank

To whom it may concern:

In October 2022, Landmark Structures was awarded the project of constructing a 3.0MG Elevated Water Storage Tank in Corpus Christi, Texas. The construction on this tank is approximately 60% complete, on schedule and expected to be online in May 2024.

On this project, I've been working closely with the Landmark Construction Management Team. Since the start of construction, submittals have been produced quickly and completely, changes have been priced competitively and executed quickly, and monthly pay requests have been produced on time and without revisions. From manpower to materials and quality control, Landmark Structures has exceeded our expectations on this project and we are completely satisfied with their work performed to date. We have found our experience with Landmark Structures to be very positive. They are engaged and resourceful in producing a high-quality elevated storage tank that meets design criteria and is visibly appealing.

Respectfully,

Grady S. Atkinson, P.E.
Project Engineer
Ardurra Group, Inc.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _✓_Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: SSLWXJXXC6G1

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

July 20, 2023

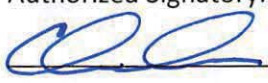
Company/Vendor Name:

Landmark Structures I, LP

Printed Name and Title:

Christopher Lamon, CEO of Landmark Structures Management LLC

Authorized Signatory:



CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

July 20, 2023

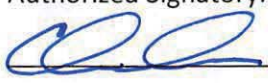
Company/Vendor Name:

Landmark Structures I, LP

Printed Name and Title:

Christopher Lamon, CEO of Landmark Structures Management LLC

Authorized Signatory:



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Landmark Structures I, LP

Address and Zip Code: 1665 Harmon Road

Fort Worth, Texas 76177

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Christopher Lamon, CEO of Landmark Structures Management LLC
(Name and Title of Signer – please type)

Signature

July 20, 2023
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Landmark Structures I, LP PROJECT #: RFP # 2023-008

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

Stryker Electric, LLC
P.O.BOX 10
Van, TX 75790

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   X Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   X Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   X Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes X No

Kevin Stryker Owner
NAME AND TITLE OF SIGNER (Please type):

Kevin Stryker
SIGNATURE

7/20/23
DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Landmark Structures I, LP PROJECT #: RFP # 2023-008

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Foremost Paving, Inc.
P.O. Box 29
Weslaco, Texas 78599

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   ___X___ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   __X___ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   ___X____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes __X___ No

Jimmie R. McPherson:

Jimmie R McPherson 7/20/2023

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Christopher Lamon

Title of Contractor's Authorized Official: CEO of Landmark Structures Management LLC

Date: July 20, 2023

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Landmark Structures I, LP

Christopher Lamon
NAME

CEO of Landmark Structures Management LLC
TITLE


SIGNATURE

July 20, 2023
DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Christopher Lamon, being the first duly sworn, deposes and says that:
CEO of Landmark Structures

1. He/she is Management LLC of Landmark Structures I, LP
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: July 20, 2023

Christopher Lamon, CEO of Landmark Structures Management LLC
Title: _____

Notary: _____
Linda E. Santiago, Notary

(Apply Notary Seal)

(Print or type names under all signatures)

NOTARY PUBLIC STATE OF TEXAS
LINDA E SANTIAGO
Notary ID #132344104
My Commission Expires
February 4, 2024

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

RESPONSE DEADLINE: July 20, 2023 at 3:00 pm

Report Generated: Friday, August 18, 2023

Phoenix Fabricators and Erectors, LLC Proposal

CONTACT INFORMATION

Company:
Phoenix Fabricators and Erectors, LLC

Email:
joe.castellanos@phoenixtank.com

Contact:
Joseph Castellanos

Address:
182 S County Road 900E
Avon, IN 46123

Phone:
(317) 737-2957

Website:
N/A

Submission Date:
Jul 20, 2023 2:10 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 18, 2023 8:01 AM by Joseph Castellanos

Addendum #2
Confirmed Jul 18, 2023 8:01 AM by Joseph Castellanos

Addendum #3
Confirmed Jul 19, 2023 10:34 PM by Joseph Castellanos

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Pricing_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Pass

D_-_Statement_of_Bidders_Qualifications.pdfPhoenix_Fabricators_-_COI.pdf

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

Phoenix_Fabricators_-_COI.pdf

4. Please attach any additional information for this project.

Pass

Certificate_of_Authorization_Texas.pdfEdinburg_TX_1.0MM_CET_Sketch.pdf

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- Qualifications_General_Ques...

Qualifications_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

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*

Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

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*
Pass

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

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT_OF_INTEREST.pdf

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

- Insurance_Requirement_Ackno...

Insurance_Requirement_Acknowledgment.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*
Pass

- Project Requirements Acknow...

Project_Requirements_Acknowledgement.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*
Pass

- Contractor Notice of Intent...

Contractor_Notice_of_Intent_to_Respond.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Pass

Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

C_-_Bid_Bond_-_SECTION_01311.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Pass

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Pass

Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*
Pass

- Resolution of Corporation.pdf

Resolution_of_Corporation.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*
Pass

- Contracts Resolution on Aut...

Contracts_Resolution_on_Authorized_Representative.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*
Pass

- Contractors Act of Assuranc...

Contractors_Act_of_Assurance.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*
Pass

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation.pdf

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*
Pass

- Submittal Checklist.pdf

Submittal_Checklist.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*
Pass

01_Resumes_Combined.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*
Pass

3_Positive_Reference_Letters.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

SAM_Registration_and_Activation.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_Conflict_of_Interest_A...

ARPA_Conflict_of_Interest_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- ARPA_EEO_Certification.pdf

ARPA_EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

Non-Lobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

Non-Collusion_Affidavit.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$4,267,000.00	$4,267,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$350,000.00	$350,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16” water line along the west of Bus. 281 from the City’s existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16” PVC pipeline.	1	LS	$625,000.00	$625,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	$95,000.00	$95,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$318,000.00	$318,000.00
TOTAL					$5,655,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000.00
TOTAL					$35,000.00

6. PRICING PROPOSAL

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	$4,267,000	$4,267,000
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	$350,000	$350,000
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along the west of Bus. 281 from the City's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	1	LS	$625,000	$625,000
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5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	$318,000	$318,000
TOTAL					**$5,655,000**

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	1	LS	$10,000.00	$10,000
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	$25,000.00	$25,000
TOTAL					$35,000

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PHOENIX FABRICATORS & ERECTORS, LLC		
Corporate Office	AVON, IN		
Name:	JONATHAN R. DIXON	Phone number:	(270) 318-1217
Title:	V.P. SALES	Email address:	Jonathan.Dixon@phoenixtank.com
Business address of corporate office:	182 S. COUNTY ROAD 900 E, AVON, IN 46123		
Local Office			
Name:	JONATHAN R. DIXON	Phone number:	(270) 318-1217
Title:	V.P. SALES	Email address:	Jonathan.Dixon@phoenixtank.com
Business address of local office:	1329 US HWY 41 N, SEBREE, KY 42455		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1986	State in which Business was formed:	IN
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	DALLAS GREEN	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:	KURT FULLER	Title:	EXEC. V.P. / COO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:	JONATHAN DIXON	Title:	V.P. SALES
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	n/a		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	PAUL OLIVER, COSS	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
COSS		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	1.57	11.16	429,731	1.4	3.83	418,131	1.07	5.77	450,684

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Pennsylvania Insurance Company	
Surety is a corporation organized and existing under the laws of the state of:		NE
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No		
Mailing Address (principal place of business):	PO Box 3646, Omaha, NE 68103-0646	

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
MEADOWBROOK INSURANCE AGENCY		(See Attached COI)	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	26255 AMERICAN DRIVE		
	SOUTHFIELD, MI 48034		
Physical Address (principal place of business):	(SAME AS ABOVE)		
Phone (main):	(877) 759-4365	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	200+
Estimate of revenue for the current year:	$70M
Estimate of revenue for the previous year:	$100M+

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			37 years	
As a general contractor:	37	As a joint venturer:		N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information. (See Attachment)

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. (See Attachment)

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. (See Attached Resumes of Key Individuals)

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Phoenix Fabricators & Erectors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Jonathan R. Dixon, P.E.
(typed or printed)

Title: V.P. Sales
(typed or printed)

Date: 7/18/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [signature]
(individual's signature)

Name: Wes Nasbitt
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Address for giving notices:
182 S. County Road 900 E.
Avon, IN 46123

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

Designated Representative:

Name: Joseph Castellanos
(typed or printed)

Title: Estimator
(typed or printed)

Address:
(Same as above)

Phone: (317) 737-2957

Email: Joe.Castellanos@phoenixtank.com

Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Composite Tank References

1,500,000 Gallon Composite Beaver Falls Municipal Authority Beaver Falls, Pennsylvania Contact: Richard Crimm (412) 269-7161	2006	118.5’
1,000,000 Gallon Composite City of Pineville Pineville, Louisiana Contact: Bill Roland (318) 473-2100	2007	110’
1,000,000 Gallon Composite City of Conroe Conroe, Texas Contact: Stephen Troy Toland, P.E. (936) 522-3000	2007	140’
1,000,000 Gallon Composite City of Ames Ames, Iowa Contact: Lyle Hammes (515) 239-5150	2008	157’
2,000,000 Gallon Composite BWXT Y-12 Complex Oak Ridge, Tennessee Contact: Dan Macias (865) 368-9269	2010	210’
2,000,000 Gallon Composite BWXT Y-12 Complex Oak Ridge, Tennessee Contact: Dan Macias (865) 368-9269	2010	210’
500,000 Gallon Composite City of McMinnville McMinnville, Tennessee Contact: Jimmy Hailey (615) 883-4933 x12	2010	201.5’

Composite Tank References Continued

1,000,000 Gallon Composite South Alabama Utilities Citronelle, Alabama Contact: Jerry Luker (251) 666-4646	2009	212’
500,000 Gallon Composite City of Newton Newton, Kansas Contact: Joyce Muhlenbruch (316) 262-2691	2009	116’
500,000 Gallon Composite Evansville Water and Sewer Evansville, Indiana Contact: Roger Johnson (812) 421-2120	2010	151’
600,000 Gallon Composite City of Alamo Heights Alamo Heights, Texas Contact: Eric Hoffmaster (512) 342-3235	2011	138’
300,000 Gallon Composite City of Cleburne, Texas Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2010	50’
750,000 Gallon Composite Brunswick County, North Carolina Shallotte, North Carolina Contact: Steve Scruggs (919) 854-6250	2010	163’
1,000,000 Gallon Composite City of Cleburne, Texas Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2010	103’

Composite Tank References Continued

250,000 Gallon Composite City of Eastland, Texas Eastland, Texas Contact: John Voller (325) 698-5560	2011	141’
750,000 Gallon Composite White House Utility District White House, Tennessee Contact: Paolo Fonda (615) 460-0543	2012	150.5’
1,000,000 Gallon Composite Consolidated Rural Water District No. 1 Basehor, Kansas Contact: Mike Fulkerson (913) 724-7000	2011	151.12’
1,000,000 Gallon Composite City of West Plains West Plains, Missouri Contact: John Forrester (417) 890-8802	2011	58’
1,000,000 Gallon Composite Green Valley Special Utility District Cibolo, Texas Contact: David Weikel (830) 626-3588	2011	144’
1,000,000 Gallon Composite Town of Granite Falls Granite Falls, North Carolina Contact: Clarence Lockamy (828) 322-5533	2012	198.52’
1,000,000 Gallon Composite Columbus Water Works Columbus, Georgia Contact: Jason Dearing (205) 987-7411	2012	69.5’

Composite Tank References Continued

500,000 Gallon Composite Town of Trophy Club Trophy Club, Texas Contact: Jim Wiegert (214) 920-8318	2012	191.68’
1,000,000 Gallon Composite Town of Huntington Huntington, Indiana Contact: Sarah Altizer (317) 788-4551	2012	143.7’
1,000,000 Gallon Composite Travis County WC & ID No. 17 Austin, Texas Contact: Will Pena (512) 442-3008 Ext. 107	2012	219’
150,000 Gallon Composite NAVFAC MIDATLANTIC Camp Lejeune, North Carolina Contact: Jay Philbeck (313) 475-8012	2012	178.2’
1,000,000 Gallon Composite Town of Marshfield Marshfield, Massachusetts Contact: Pat Brennan (781) 934-0178	2012	93.5’
2,000,000 Gallon Composite City of Sugar Land Sugar Land, Texas Contact: Amber Hurd (713) 462-3242	2013	136.09’
1,000,000 Gallon Composite South Grayson WSC Van Alstyne, Texas Contact: Kerry Maroney (940) 766-0156	2013	229.5’

Composite Tank References Continued

400,000 Gallon Composite City of Cascade Cascade, Iowa Contact: Nick Wagner (563) 582-3973	2013	139.5’
1,000,000 Gallon Composite City of Morganfield Morganfield, Kentucky Contact: Mark Askin (502) 583-7020	2013	118’
1,000,000 Gallon Composite Hardin County Water District No. 2 Elizabethtown, Kentucky Contact: Carlos Miller (502) 695-4357	2013	154’
1,000,000 Gallon Composite Central City Water & Sewer Commission Central City, Kentucky Contact: David Rhoades (270) 754-5097	2013	118’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2013	112’
750,000 Gallon Composite Harris County MUD No. 418 Cypress, Texas Contact: Jim Schier (281) 469-1822	2014	175.5’
1,000,000 Gallon Composite City of Burleson Burleson, Texas Contact: Lance Barton (817) 426-9621	2014	119.5’

Composite Tank References Continued

1,000,000 Gallon Composite Jonah Water SUD Hutto, Texas Contact: Miles Whitney (254) 744-3439	2014	151’
500,000 Gallon Composite City of Canton Canton, Texas Contact: Tracy Hicks (903) 581-8141	2015	164.5’
1,000,000 Gallon Composite Rockett SUD Red Oak, Texas Contact: Robert Childress, III (817) 645-1118	2015	157.5’
750,000 Gallon Composite City of Niceville Niceville, Florida Contact: Glenn Stephens (334) 793-4700	2015	145’
500,000 Gallon Composite City of Mulvane Mulvane, Kansas Contact: Chris Young (316) 788-2552	2015	196.6’
750,000 Gallon Composite City of Dewey Dewey, Oklahoma Contact: Jay Updike (918) 682-7811	2014	164.2’
500,000 Gallon Composite Town of West Siloam Springs West Siloam Springs, Oklahoma Contact: Jay Updike (918) 682-7811	2015	153.5’

Composite Tank References Continued

1,000,000 Gallon Composite City of Hewitt Hewitt, Texas Contact: Miles Whitney (254) 744-3439	2015	203’
1,000,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2015	140.5’
1,000,000 Gallon Composite City of Watford City Watford City, North Dakota Contact: Alan Wendt (406) 257-8990	2015	123.5’
1,000,000 Gallon Composite City of Cleburne Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2016	102.3’
1,000,000 Gallon Composite San Leon Municipal Utility District San Leon, Texas Contact: Jim Schier (281) 469-1822	2016	166.92’
1,000,000 Gallon Composite City of Manhattan Manhattan, Kansas Contact: Greg Deket (785) 617-1111	2016	73’
300,000 Gallon Composite Town of Lakeside Lakeside, Texas Contact: Gary Burton (817) 599-9067	2016	141.49’

Composite Tank References Continued

750,000 Gallon Composite Weston Municipal Utility District Katy, Texas Contact: Shawn Sharkey (281) 776-1563	2016	154.5’
1,000,000 Gallon Composite Rural Water District No. 7 Edgerton, Kansas Contact: Jim Challis (913) 782-0541	2016	187.76’
300,000 Gallon Composite Harris County FWSD No. 6 Channelview, Texas Contact: Wallace Trochesset (713) 450-1300	2016	164’
750,000 Gallon Composite Caveland Environmental Authority Cave City, Kentucky Contact: David Peterson (270) 773-2887	2016	103’
750,000 Gallon Composite PWSD No. 1 of Green County Battlefield, Missouri Contact: Doug Owens (417) 881-1762	2016	121.5’
500,000 Gallon Composite 439 Water Supply Corporation Belton, Texas Contact: Anthony Beach (254) 774-9611	2016	121.5’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2017	91’

Composite Tank References Continued

1,000,000 Gallon Composite Jasper Water Works and Sewer Board Jasper, Alabama Contact: Russ Roberts (205) 879-4462	2016	192.5’
750,000 Gallon Composite City of Wyoming Wyoming, Minnesota Contact: Tom Roushar (651) 286-8450	2017	132.5’
500,000 Gallon Composite City of Ray Ray, North Dakota Contact: Dean Peterson (701) 774-3637	2017	193’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2017	170’
1,000,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2017	138.33’
1,000,000 Gallon Composite West Travis County Public Utility Agency Bee Cave, Texas Contact: Dennis Lozano (512) 327-9204	2017	232’
750,000 Gallon Composite White House Utility District Portland, Tennessee Contact: Paolo Fonda (615) 460-0543	2017	113.5’

Composite Tank References Continued

1,500,000 Gallon Composite City of Goose Creek Goose Creek, South Carolina Contact: Steven Price (843) 824-2200	2017	179’
750,000 Gallon Composite Berkeley County Water and Sanitation Ridgeville, South Carolina Contact: Kyle Crager (803) 451-6790	2017	177’
750,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2018	121.5’
750,000 Gallon Composite East Fork SUD Wylie, Texas Contact: Jim Shankles, Jr. (972) 784-7777	2018	153’
1,000,000 Gallon Composite Terra Construction, Inc. Yukon, Oklahoma Contact: Pat Ruby (405) 720-8088	2017	150’
1,000,000 Gallon Composite Sharyland Water Supply Corporation Mission, Texas Contact: Jose Villescas (956) 585-6081	2018	115’
1,000,000 Gallon Composite City of Donna Donna, Texas Contact: Jonas Gonzalez (956) 464-3314	2019	137’

Composite Tank References Continued

250,000 Gallon Composite City of Granbury Granbury, Texas Contact: Daniel Cobos (866) 536-7992	2018	136.5’
1,000,000 Gallon Composite Henry County Public Service Authority Henry County, Virginia Contact: Timothy Pace (276) 634-2559	2019	135.5’
1,000,000 Gallon Composite City Utilities of Springfield Springfield, Missouri Contact: James Okumu (417) 831-8363	2019	122’
500,000 Gallon Composite Dallas County Wilmer, Texas Contact: Matt Abbe (682) 444-1752	2019	113’
1,000,000 Gallon Composite City of West Fargo West Fargo, North Dakota Contact: Jim Sepp (701) 499-5824	2019	134.5’
2,000,000 Gallon Composite City of Mt. Washington Mt. Washington, Kentucky Contact: David Derrick (502) 636-9273	2020	180.5’
2,000,000 Gallon Composite Jonah Water SUD Georgetown, Texas Contact: Miles Whitney (254) 744-3439	2021	145.25’

Composite Tank References Continued

1,250,000 Gallon Composite Town of Medfield Medfield, Massachusetts Contact: Ryan Paul (617) 657-0260	2017	137.5’
750,000 Gallon Composite City of Gulfport Gulfport, Mississippi Contact: Ben Benvenutti (228) 863-6487	2020	162’
2,000,000 Gallon Composite Logan-Todd Regional Water Commission Adams, Tennessee Contact: Mike McGhee (270) 483-9985	2020	121’
750,000 Gallon Composite City of Forney Forney, Texas Contact: Larry Freeman (214) 503-0555	2019	124.7’
2,000,000 Gallon Composite City of Oxford Oxford, Mississippi Contact: David Daniels (662) 236-3981	2020	128.5’
500,000 Gallon Composite Brainerd Public Utilities Brainerd, Minnesota Contact: Chad Katzenberger (218) 855-1720	2019	120’
1,000,000 Gallon Composite Citizens Energy Westfield, Indiana Contact: Ryan Taylor (317) 927-6053	2020	133’

Composite Tank References Continued

500,000 Gallon Composite City of Caddo Mills Caddo Mills, Texas Contact: Charles Massey (972) 784-7777	2020	154.29’
1,000,000 Gallon Composite South Alabama Utilities West Mobile, Alabama Contact: Jerry Luker (251) 666-4646	2020	179’
2,000,000 Gallon Composite Anniston Water Works and Sewer Board Anniston, Alabama Contact: Nina Williams (205) 987-7411	2021	118’
250,000 Gallon Composite City of Stamford Stamford, Texas Contact: Colden Rich (325) 698-5560	2020	166.5’
750,000 Gallon Composite City of Cambridge Cambridge, Minnesota Contact: Chad Katzenberger (218) 855-1720	2021	150.3’
1,000,000 Gallon Composite Town of Harrisburg Harrisburg, North Carolina Contact: Sean Mayo (704) 919-1900	2021	155.5’
750,000 Gallon Composite Moorhead Public Service Moorhead, Minnesota Contact: Bill Schwandt (701) 238-6848	2021	111’

Composite Tank References Continued

1,000,000 Gallon Composite Okmulgee Municipal Authority Okmulgee, Oklahoma Contact: Jay Updike (918) 682-7811	2021	153’
750,000 Gallon Composite Culleoka Water Supply Corporation Princeton, Texas Contact: Eddy Daniel (972) 784-7777	2022	185’
1,000,000 Gallon Composite Sardis-Lone Elm WSC Midlothian, Texas Contact: Robert Childress, III (817) 645-1118	2022	167’
500,000 Gallon Composite City of Minnetrista Minnetrista, Minnesota Contact: Chad Katzenberger (218) 855-1720	2022	149.5’
1,000,000 Gallon Composite Harris County MUD No. 418 Cypress, Texas Contact: Jim Schier (281) 469-1822	2021	170.5’
300,000 Gallon Composite Department of Veterans Affairs Jackson, Mississippi Contact: Nathan Husman (601) 487-5670	2021	179.75’
500,000 Gallon Composite Oktibbeha County Board of Supervisors Starkville, Mississippi Contact: John Cunningham (662) 268-7966	2022	200’

Composite Tank References Continued

1,000,000 Gallon Composite Wharton-Smith, Inc. Conroe, Texas Contact: Kenneth Marcell (225) 754-0550	2021	172’
750,000 Gallon Composite New Caney MUD New Caney, Texas Contact: Jimmy Flowers (713) 657-6013	2022	143.15’
1,500,000 Gallon Composite Town of Middleborough Middleborough, Massachusetts Contact: Rich Johnson (781) 934-0178	Under Construction	162.2’
2,000,000 Gallon Composite City of Cumming Cumming, Georgia Contact: Andrew Lovejoy (770) 977-5767	2020	149.5’
750,000 Gallon Composite City of Copperas Cove Copperas Cove, Texas Contact: Cynthia Taylor (254) 547-0751	2022	154’
1,000,000 Gallon Composite Colony MUD 1C Bastrop, Texas Contact: Rob Hesley (512) 280-5160	2022	123.5’
500,000 Gallon Composite City of West Burlington West Burlington, Iowa Contact: Bud Maynard (319) 462-4435	2022	126.9’

Composite Tank References Continued

500,000 Gallon Composite Village of Johnstown Johnstown, Ohio Contact: Ryan Billing (614) 779-0047	2022	172’
1,000,000 Gallon Composite Paducah Water Paducah, Kentucky Contact: Jason Peterson (270) 444-5560	2022	188’
2,500,000 Gallon Composite City of Fargo Fargo, North Dakota Contact: Michael Quamme (701) 373-7996	Under Construction	134’
1,000,000 Gallon Composite County of Galveston Crystal Beach, Texas Contact: Nancy Baher (409) 770-5556	2022	156’
500,000 Gallon Composite City of Hillsboro Hillsboro, Texas Contact: Anthony Beach (254) 771-2054	Under Construction	162’
500,000 Gallon Composite RCH WSC Rockwall, Texas Contact: Jonathan Smith (972) 784-7777	Under Construction	173.36’
1,000,000 Gallon Composite City of Belton Belton, Texas Contact: Ginger Tolbert (254) 773-3731	Under Construction	113’

Composite Tank References Continued

2,000,000 Gallon Composite Henderson Water Utility Henderson, Kentucky Contact: Daniel Tribble (615) 883-3243	Under Construction	152.50’
1,500,000 Gallon Composite City of Wichita Falls Wichita Falls, Texas Contact: Kerry Maroney (940) 781-3581	Under Construction	142’
1,000,000 Gallon Composite Village of Waterloo Waterloo, New York Contact: Patrick Nicoletta (585) 381-9250	Under Construction	121.40’
1,000,000 Gallon Composite City of Lake Elmo Lake Elmo, Minnesota Contact: Chad Katzenberger (218) 855-1720	Under Construction	143’



TANK of the YEAR TNEMEC

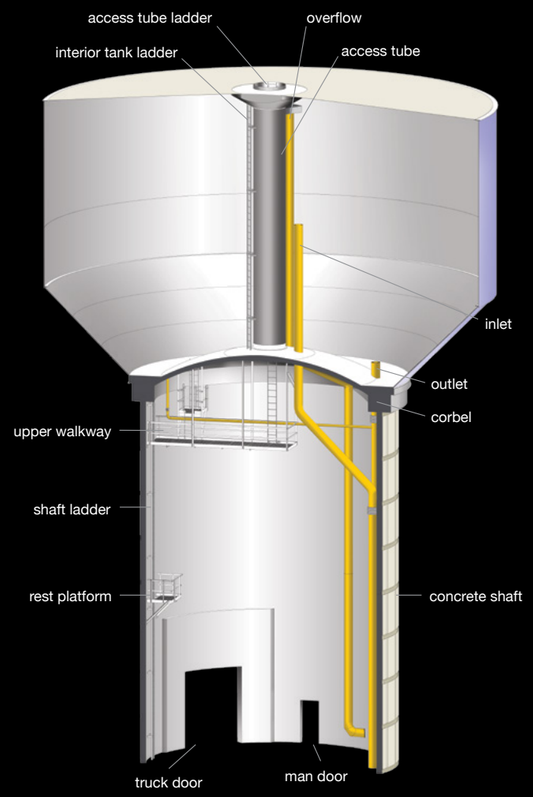
COMPOSITE ELEVATED TANKS

PHOENIX FABRICATORS & ERECTORS

WHY PHOENIX COMPOSITES

Composite tanks are increasingly becoming the desired choice for water storage. The consideration of aesthetics combined with long-term economics has lead to an increase of composite tanks, especially those with capacities greater than 500,000 gallons. The architectural concrete support pedestal creates a modern appearance and also creates additional space inside the base for other uses. If the concrete shaft is not painted, the composite tank design often provides a lower life-cycle cost than all-steel tanks primarily due to a reduction of paint surface area.

Our proprietary 7-foot forming system is the most technologically advanced system in the industry. We utilize a solid interior platform that is self-elevating as the workers progress up the shaft. Through utilization of a solid platform, we use the safest forming system in the industry, which also allows ease of adjustment of each form back to the exact radius of the first lift dimension. The use of rustication strips creates an aesthetically pleasing appearance to the exterior of the shaft while the 7-foot form height provides a less cluttered look than smaller forming systems used by other manufacturers.





Morganfield, KY
1,000,000 gallons



West Siloam Springs, OK
500,000 gallons

INNOVATIVE APPROACH AND QUALITY CONTROL

In addition to our proprietary 7-foot forming system, other innovative items that set Phoenix apart from the competition are as follows:

- Internal and external forms are tied together with thru-bolts to ensure wall thickness and alignment is maintained
- Corbels are pre-assembled during the manufacturing process to ensure exact compliance with the engineered plans and specifications
- Monolithic pouring of the corbel and dome provides the tank owner with the best product available, as the cold joint at the interface of the tank and ring beam is eliminated
- Placement of bulkheads around the circumference of the shaft to segregate pours and reduce the potential of pour lines, thus improving the aesthetics of the support structure
- Platform is not used to support domes during placement, and remains approximately seven feet below the work level to provide a safer working environment



Cleburne, TX
1,000,000 gallons



Dewey, OK
750,000 gallons

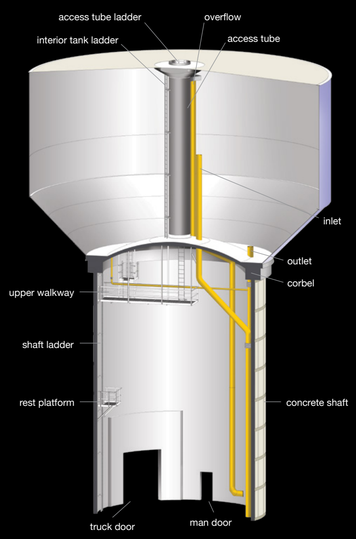


Edgerton, KS
1,000,000 gallons

WHY PHOENIX COMPOSITES

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Edgerton, KS
1,000,000 gallons

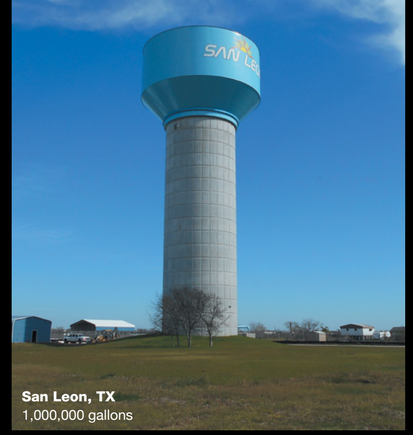


Sugarland, TX
2,000,000 gallons

CAPACITY CHARTS

CAPACITY (U.S. Gallon)	SHAFT	HEAD RANGE	TANK DIAMETER
250,000	24'-0"	30'-0"	40'-0"
300,000	24'-0"	28'-0"	46'-6"
500,000	24'-0"	35'-0"	53'-6"
750,000	32'-0"	35'-0"	67'-0"
1,000,000	40'-0"	35'-0"	75'-0"
1,250,000	40'-0"	36'-6"	84'-0"
1,500,000	52'-0"	40'-0"	89'-0"
2,000,000	52'-0"	45'-0"	91'-0"
2,500,000	52'-0"	45'-0"	106'-0"
3,000,000	60'-0"	45'-0"	120'-0"
4,000,000	64'-0"	50'-0"	134'-0"

Typical Sizes. Additional sizes available upon request.



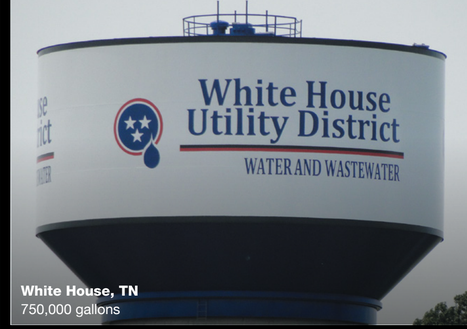
San Leon, TX
1,000,000 gallons



Eastland, TX
250,000 gallons



Huntington, IN
1,000,000 gallons



White House, TN
750,000 gallons



Conroe, TX
1,000,000 gallons



Burleson, TX
1,000,000 gallons



Y-12 National Security Complex
Oak Ridge, TN (2) 2,000,000 gallons

**To discuss your composite tank needs,
please contact us at 1-270-318-1217
or visit our website at phoenixtank.com.**

PHOENIX
FABRICATORS & ERECTORS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meadowbrook Insurance Agency 26255 American Drive Southfield MI 48034 License#: PC779010	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 877-759-4365 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Phoenix Fabricators & Erectors, LLC 182 South County Road 900 East Avon IN 46123 PHOEFAB-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Specialty Underwriters Insur **INSURER B :** Depositors Insurance Company — 42587 **INSURER C :** Berkshire Hathaway Homestate Companies **INSURER D :** Starr Surplus Lines Insurance Co **INSURER E :** Sirius International Insurance Corporation (publ) **INSURER F :** Travelers Property Casualty Company of America — 25674

COVERAGES **CERTIFICATE NUMBER:** 434219917 **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:			CSU0180889	1/1/2023	1/1/2024	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 X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACPBAPD3110275288	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE X DED X RETENTION $ 0			1000587532231	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE Excludes New York	$ 10,000,000 $ 10,000,000 $
C C	**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		PHWC435310 PHWC435201	1/1/2023 1/1/2023	1/1/2024 1/1/2024	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 F	Professional/Pollution Rental Equipment			CPPLS0001097-4 6601W362977 TIL23	1/1/2023 1/1/2023	1/1/2024 1/1/2024	POLL/PROF Aggregate Rental per Occurrence	3,000,000 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible for Products/Completed Operations Liability Coverage ; Bodily Injury Liability and/or Property Damage Liability combined $10,000 per Claim Made Basis - Defense costs and expenses are subject to the deductible. For the purposes of this endorsement, defense costs and claims expenses are included as damages and any payment applies only to amounts in excess of the deductible amount stated.

Evidence of Coverage

Business Personal Property includes property owned by others, that is in your care, custody or control.

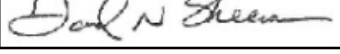
CERTIFICATE HOLDER

Phoenix Fabricators and Erectors, LLC
182 South County Road 900 East
Avon IN 46123

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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B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ACPBAPD3110275288	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
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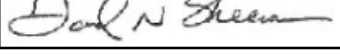
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182 South County Road 900 East
Avon IN 46123

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AUTHORIZED REPRESENTATIVE



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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

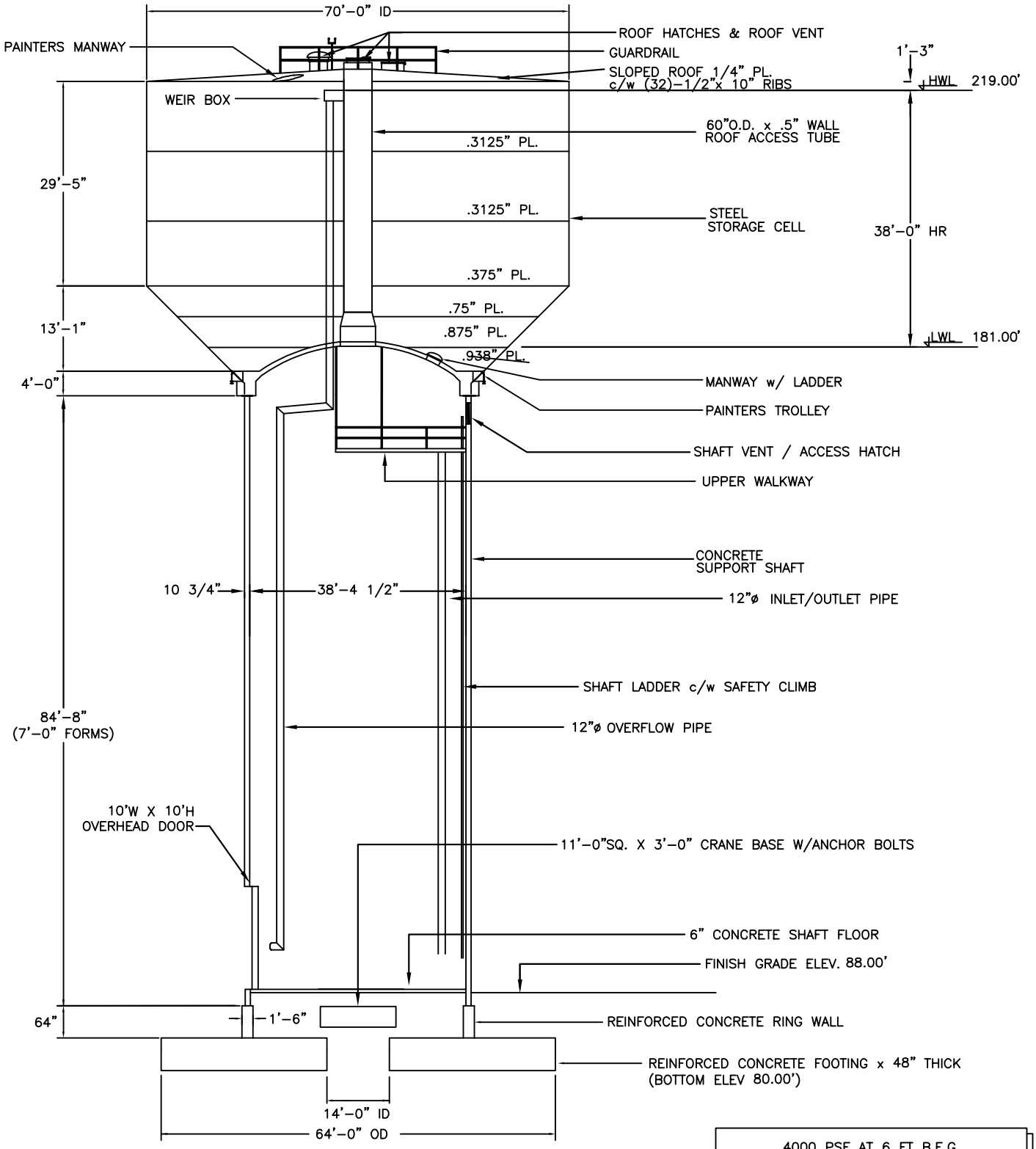
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for PHOENIX FABRICATORS AND ERECTORS, LLC (file number 7148006), a INDIANA, USA, Foreign Limited Liability Company (LLC), was filed in this office on January 05, 1987.

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 08, 2017.

Rolando B. Pablos
Secretary of State



PAINT AREAS (SQUARE FEET): INT WET = 18300
PAINT AREAS (SQUARE FEET): INT DRY = 1000
PAINT AREAS (SQUARE FEET): EXTERIOR = 15100

PROJECT

EDINBURG, TX

PHOENIX FABRICATORS & ERECTORS
1329 HWY 41 NORTH
P.O BOX 40
SEBREE, KENTUCKY 42455
TEL (270) 835-2600 FAX (270) 835-9996

DETAIL

1MM GALLON COMPOSITE GENERAL ARRANGEMENT

DATE	SCALE	DWG #
07/14/2023	NO SCALE	0129

Phoenix Fabricators & Erectors, LLC
1MM Elevated Water Tower
Edinburg, TX

July 14, 2023

The quantities are as follows:

Foundation Concrete (5000 psi Incl. Floor & Crane Base)	510 c.y.
Foundation Rebar (Incl. Floor & Crane Base)	37 tons
Support Shaft Concrete (5000 psi)	384 c.y.
Support Shaft Rebar	17 tons
Elevated Corbel Concrete	95 c.y.
Elevated Corbel Rebar	7.5 tons

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

7/18/2023

Company/Vendor Name:

Phoenix Fabricators & Erectors, LLC

Printed Name and Title:

Jonathan R. Dixon | V.P. Sales

Authorized Signatory:

ATTACHMENT V

VENDOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Phoenix Fabricators & Erectors, LLC

(Full, correct legal name)

2 Address: 182 S County Road 900 E
Avon, IN 46123

3. Telephone/Fax: (317) 271-7002

4. 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__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes_X__ No____

6. Where is the Company's corporate headquarters located? Avon, IN

7. 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. n/a

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No_X__

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Hidalgo County office. n/a

9. 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. _____

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: Joe Castellanos
Address: 182 S County Road 900 E, Avon, IN 46123
Telephone: (317) 737-2957
Fax: (270) 835-9996
Email: Joe.Castellanos@phoenixtank.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.

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, Jonathan R. Dixon, the undersigned representative of

Phoenix Fabricators & Erectors, 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:

Jonathan R. Dixon | V.P. Sales

TYPE/PRINT NAME AND TITLE:

7/18/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Jonathan R. Dixon, P.E., the undersigned representative of

Phoenix Fabricators & Erectors, 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.

Jonathan R. Dixon

SIGNATURE OF COMPANY REPRESENTATIVE:

Jonathan R. Dixon | V.P. of Sales

TYPE/PRINT NAME AND TITLE:

7/18/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Jonathan R. Dixon, P.E., the undersigned representative of

Phoenix Fabricators & Erectors, 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:

Jonathan R. Dixon | V.P. of Sales

TYPE/PRINT NAME AND TITLE:

7/18/2023

DATE:

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

7/18/2023

Company/Vendor Name:

Phoenix Fabricators & Erectors, LLC

Printed Name and Title:

Jonathan R. Dixon | V.P. Sales

Authorized Signatory:



ATTACHMENT II
Insurance Requirement Acknowledgement

I, JONATHAN R. DIXON, P.E., authorized representative for PHOENIX FABRICATORS & ERECTORS, LLC, Company/Vendor

Hereby acknowledge the receipt of The CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Engineering Department of proposal awarded by The CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.)

- ☐ Will acquire additional amount needed to meet The CITY's requirements within 10 working days after notification from the Engineering Department of bid awarded by The CITY 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 City Engineer in order to qualify for award of bid and to execute a contract between the Company and The CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

Jonathan R. Dixon

JONATHAN R. DIXON, VP Sales
Authorized Representative

7/18/2023
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the City Engineer 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.

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Jonathan R. Dixon, possess all of the **APPLICABLE:**

1. Licenses:

_____

2. Bonds:

_____

3. Certificates:

_____

4. Permits:

_____

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 the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required <u>must be presented</u> 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.**

Jonathan R. Dixon

Authorized Signature

7/18/2023

Date

Phoenix Fabricators & Erectors, LLC

Company

182 S County Road 900 E

Address

Avon, IN 46123

City, State, Zip

Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to June 29, 2023 so that they may receive any addendums to the specifications should the need arise.

Owner:
City of Edinburg
Attn: Finance Department
415 W. University Drive
Edinburg, Texas 78539

Engineer:
Melden & Hunt, Inc.
Attn: Allan F. Booe, P.E.
115 W. McIntyre St.
Edinburg, TX 78541

Bidder: Phoenix Fabricators & Erectors, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Jonathan R. Dixon, P.E. V.P. Sales
[Please print or type name] [Title]

Address: 182 S. County Road 900 E, Avon, IN 46123
[Mailing]

[Street, if different]

Telephone: (317) 271-7002
[Print or type telephone number]

Fax: (317) 273-1154
[Print or type telephone number]

Email: Jonathan.Dixon@phoenixtank.com
[Print or type telephone number]

END OF DOCUMENT

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Phoenix Fabricators and Erectors, LLC
182 South County Road 900 East
Avon, IN 46123

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103-0646

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

BOND AMOUNT: $ 5%

Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Business 281 - One Million Gallon Composite Elevated Storage Tank

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July, 2023

(Witness)

Phoenix Fabricators and Erectors, LLC
(Principal) *(Seal)*

By: _____
(Title) Jonathan R. Dixon, VP Sales

(Witness) Joshua Sanford

Pennsylvania Insurance Company
(Surety) *(Seal)*

By: _____
(Title) Rebecca Josephson Attorney-in-Fact

S-0054/AS 8/10

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. WTWMDW01_0523

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:
Kimberly Bragg, Paula M. Eby, Sarah E. Green, Susan K. Landreth, Rebecca Josephson

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 20th day of Dec., 20 22.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance C pany, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:
On this 20th day of Dec. A.D. 2022 , before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2023

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of July , 2023

_____
Jeffrey A. Silver, Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PHOENIX FABRICATORS & ERECTORS, LLC		
Corporate Office	AVON, IN		
Name:	JONATHAN R. DIXON	Phone number:	(270) 318-1217
Title:	V.P. SALES	Email address:	Jonathan.Dixon@phoenixtank.com
Business address of corporate office:	182 S. COUNTY ROAD 900 E, AVON, IN 46123		
Local Office			
Name:	JONATHAN R. DIXON	Phone number:	(270) 318-1217
Title:	V.P. SALES	Email address:	Jonathan.Dixon@phoenixtank.com
Business address of local office:	1329 US HWY 41 N, SEBREE, KY 42455		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1986	State in which Business was formed:	IN
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	DALLAS GREEN	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:	KURT FULLER	Title:	EXEC. V.P. / COO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:	JONATHAN DIXON	Title:	V.P. SALES
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ UNLIMITED
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	n/a		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	PAUL OLIVER, COSS	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
COSS		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	1.57	11.16	429,731	1.4	3.83	418,131	1.07	5.77	450,684

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Pennsylvania Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	NE
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	PO Box 3646, Omaha, NE 68103-0646

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
MEADOWBROOK INSURANCE AGENCY		(See Attached COI)	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	26255 AMERICAN DRIVE		
	SOUTHFIELD, MI 48034		
Physical Address (principal place of business):	(SAME AS ABOVE)		
Phone (main):	(877) 759-4365	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	200+
Estimate of revenue for the current year:	$70M
Estimate of revenue for the previous year:	$100M+

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			37 years	
As a general contractor:	37	As a joint venturer:		N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information. (See Attachment)

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. (See Attachment)

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. (See Attached Resumes of Key Individuals)

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Phoenix Fabricators & Erectors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Jonathan R. Dixon, P.E.
(typed or printed)

Title: V.P. Sales
(typed or printed)

Date: 7/18/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: Wes Nasbitt
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Address for giving notices:
182 S. County Road 900 E.
Avon, IN 46123

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

Designated Representative:

Name: Joseph Castellanos
(typed or printed)

Title: Estimator
(typed or printed)

Address:
(Same as above)

Phone: (317) 737-2957

Email: Joe.Castellanos@phoenixtank.com

Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

PHOENIX
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Composite Tank References

1,500,000 Gallon Composite Beaver Falls Municipal Authority Beaver Falls, Pennsylvania Contact: Richard Crimm (412) 269-7161	2006	118.5’
1,000,000 Gallon Composite City of Pineville Pineville, Louisiana Contact: Bill Roland (318) 473-2100	2007	110’
1,000,000 Gallon Composite City of Conroe Conroe, Texas Contact: Stephen Troy Toland, P.E. (936) 522-3000	2007	140’
1,000,000 Gallon Composite City of Ames Ames, Iowa Contact: Lyle Hammes (515) 239-5150	2008	157’
2,000,000 Gallon Composite BWXT Y-12 Complex Oak Ridge, Tennessee Contact: Dan Macias (865) 368-9269	2010	210’
2,000,000 Gallon Composite BWXT Y-12 Complex Oak Ridge, Tennessee Contact: Dan Macias (865) 368-9269	2010	210’
500,000 Gallon Composite City of McMinnville McMinnville, Tennessee Contact: Jimmy Hailey (615) 883-4933 x12	2010	201.5’

Composite Tank References Continued

1,000,000 Gallon Composite South Alabama Utilities Citronelle, Alabama Contact: Jerry Luker (251) 666-4646	2009	212’
500,000 Gallon Composite City of Newton Newton, Kansas Contact: Joyce Muhlenbruch (316) 262-2691	2009	116’
500,000 Gallon Composite Evansville Water and Sewer Evansville, Indiana Contact: Roger Johnson (812) 421-2120	2010	151’
600,000 Gallon Composite City of Alamo Heights Alamo Heights, Texas Contact: Eric Hoffmaster (512) 342-3235	2011	138’
300,000 Gallon Composite City of Cleburne, Texas Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2010	50’
750,000 Gallon Composite Brunswick County, North Carolina Shallotte, North Carolina Contact: Steve Scruggs (919) 854-6250	2010	163’
1,000,000 Gallon Composite City of Cleburne, Texas Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2010	103’

Composite Tank References Continued

250,000 Gallon Composite City of Eastland, Texas Eastland, Texas Contact: John Voller (325) 698-5560	2011	141’
750,000 Gallon Composite White House Utility District White House, Tennessee Contact: Paolo Fonda (615) 460-0543	2012	150.5’
1,000,000 Gallon Composite Consolidated Rural Water District No. 1 Basehor, Kansas Contact: Mike Fulkerson (913) 724-7000	2011	151.12’
1,000,000 Gallon Composite City of West Plains West Plains, Missouri Contact: John Forrester (417) 890-8802	2011	58’
1,000,000 Gallon Composite Green Valley Special Utility District Cibolo, Texas Contact: David Weikel (830) 626-3588	2011	144’
1,000,000 Gallon Composite Town of Granite Falls Granite Falls, North Carolina Contact: Clarence Lockamy (828) 322-5533	2012	198.52’
1,000,000 Gallon Composite Columbus Water Works Columbus, Georgia Contact: Jason Dearing (205) 987-7411	2012	69.5’

Composite Tank References Continued

500,000 Gallon Composite Town of Trophy Club Trophy Club, Texas Contact: Jim Wiegert (214) 920-8318	2012	191.68’
1,000,000 Gallon Composite Town of Huntington Huntington, Indiana Contact: Sarah Altizer (317) 788-4551	2012	143.7’
1,000,000 Gallon Composite Travis County WC & ID No. 17 Austin, Texas Contact: Will Pena (512) 442-3008 Ext. 107	2012	219’
150,000 Gallon Composite NAVFAC MIDATLANTIC Camp Lejeune, North Carolina Contact: Jay Philbeck (313) 475-8012	2012	178.2’
1,000,000 Gallon Composite Town of Marshfield Marshfield, Massachusetts Contact: Pat Brennan (781) 934-0178	2012	93.5’
2,000,000 Gallon Composite City of Sugar Land Sugar Land, Texas Contact: Amber Hurd (713) 462-3242	2013	136.09’
1,000,000 Gallon Composite South Grayson WSC Van Alstyne, Texas Contact: Kerry Maroney (940) 766-0156	2013	229.5’

Composite Tank References Continued

400,000 Gallon Composite City of Cascade Cascade, Iowa Contact: Nick Wagner (563) 582-3973	2013	139.5’
1,000,000 Gallon Composite City of Morganfield Morganfield, Kentucky Contact: Mark Askin (502) 583-7020	2013	118’
1,000,000 Gallon Composite Hardin County Water District No. 2 Elizabethtown, Kentucky Contact: Carlos Miller (502) 695-4357	2013	154’
1,000,000 Gallon Composite Central City Water & Sewer Commission Central City, Kentucky Contact: David Rhoades (270) 754-5097	2013	118’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2013	112’
750,000 Gallon Composite Harris County MUD No. 418 Cypress, Texas Contact: Jim Schier (281) 469-1822	2014	175.5’
1,000,000 Gallon Composite City of Burleson Burleson, Texas Contact: Lance Barton (817) 426-9621	2014	119.5’

Composite Tank References Continued

1,000,000 Gallon Composite Jonah Water SUD Hutto, Texas Contact: Miles Whitney (254) 744-3439	2014	151’
500,000 Gallon Composite City of Canton Canton, Texas Contact: Tracy Hicks (903) 581-8141	2015	164.5’
1,000,000 Gallon Composite Rockett SUD Red Oak, Texas Contact: Robert Childress, III (817) 645-1118	2015	157.5’
750,000 Gallon Composite City of Niceville Niceville, Florida Contact: Glenn Stephens (334) 793-4700	2015	145’
500,000 Gallon Composite City of Mulvane Mulvane, Kansas Contact: Chris Young (316) 788-2552	2015	196.6’
750,000 Gallon Composite City of Dewey Dewey, Oklahoma Contact: Jay Updike (918) 682-7811	2014	164.2’
500,000 Gallon Composite Town of West Siloam Springs West Siloam Springs, Oklahoma Contact: Jay Updike (918) 682-7811	2015	153.5’

Composite Tank References Continued

1,000,000 Gallon Composite City of Hewitt Hewitt, Texas Contact: Miles Whitney (254) 744-3439	2015	203’
1,000,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2015	140.5’
1,000,000 Gallon Composite City of Watford City Watford City, North Dakota Contact: Alan Wendt (406) 257-8990	2015	123.5’
1,000,000 Gallon Composite City of Cleburne Cleburne, Texas Contact: Robert Childress, III (817) 645-1118	2016	102.3’
1,000,000 Gallon Composite San Leon Municipal Utility District San Leon, Texas Contact: Jim Schier (281) 469-1822	2016	166.92’
1,000,000 Gallon Composite City of Manhattan Manhattan, Kansas Contact: Greg Deket (785) 617-1111	2016	73’
300,000 Gallon Composite Town of Lakeside Lakeside, Texas Contact: Gary Burton (817) 599-9067	2016	141.49’

Composite Tank References Continued

750,000 Gallon Composite Weston Municipal Utility District Katy, Texas Contact: Shawn Sharkey (281) 776-1563	2016	154.5’
1,000,000 Gallon Composite Rural Water District No. 7 Edgerton, Kansas Contact: Jim Challis (913) 782-0541	2016	187.76’
300,000 Gallon Composite Harris County FWSD No. 6 Channelview, Texas Contact: Wallace Trochesset (713) 450-1300	2016	164’
750,000 Gallon Composite Caveland Environmental Authority Cave City, Kentucky Contact: David Peterson (270) 773-2887	2016	103’
750,000 Gallon Composite PWSD No. 1 of Green County Battlefield, Missouri Contact: Doug Owens (417) 881-1762	2016	121.5’
500,000 Gallon Composite 439 Water Supply Corporation Belton, Texas Contact: Anthony Beach (254) 774-9611	2016	121.5’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2017	91’

Composite Tank References Continued

1,000,000 Gallon Composite Jasper Water Works and Sewer Board Jasper, Alabama Contact: Russ Roberts (205) 879-4462	2016	192.5’
750,000 Gallon Composite City of Wyoming Wyoming, Minnesota Contact: Tom Roushar (651) 286-8450	2017	132.5’
500,000 Gallon Composite City of Ray Ray, North Dakota Contact: Dean Peterson (701) 774-3637	2017	193’
1,000,000 Gallon Composite City of Campbellsville Campbellsville, Kentucky Contact: Lee Mudd (502) 839-1310	2017	170’
1,000,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2017	138.33’
1,000,000 Gallon Composite West Travis County Public Utility Agency Bee Cave, Texas Contact: Dennis Lozano (512) 327-9204	2017	232’
750,000 Gallon Composite White House Utility District Portland, Tennessee Contact: Paolo Fonda (615) 460-0543	2017	113.5’

Composite Tank References Continued

1,500,000 Gallon Composite City of Goose Creek Goose Creek, South Carolina Contact: Steven Price (843) 824-2200	2017	179’
750,000 Gallon Composite Berkeley County Water and Sanitation Ridgeville, South Carolina Contact: Kyle Crager (803) 451-6790	2017	177’
750,000 Gallon Composite City of Ozark Ozark, Missouri Contact: Bob Wilslef (417) 581-1702	2018	121.5’
750,000 Gallon Composite East Fork SUD Wylie, Texas Contact: Jim Shankles, Jr. (972) 784-7777	2018	153’
1,000,000 Gallon Composite Terra Construction, Inc. Yukon, Oklahoma Contact: Pat Ruby (405) 720-8088	2017	150’
1,000,000 Gallon Composite Sharyland Water Supply Corporation Mission, Texas Contact: Jose Villescas (956) 585-6081	2018	115’
1,000,000 Gallon Composite City of Donna Donna, Texas Contact: Jonas Gonzalez (956) 464-3314	2019	137’

Composite Tank References Continued

250,000 Gallon Composite City of Granbury Granbury, Texas Contact: Daniel Cobos (866) 536-7992	2018	136.5’
1,000,000 Gallon Composite Henry County Public Service Authority Henry County, Virginia Contact: Timothy Pace (276) 634-2559	2019	135.5’
1,000,000 Gallon Composite City Utilities of Springfield Springfield, Missouri Contact: James Okumu (417) 831-8363	2019	122’
500,000 Gallon Composite Dallas County Wilmer, Texas Contact: Matt Abbe (682) 444-1752	2019	113’
1,000,000 Gallon Composite City of West Fargo West Fargo, North Dakota Contact: Jim Sepp (701) 499-5824	2019	134.5’
2,000,000 Gallon Composite City of Mt. Washington Mt. Washington, Kentucky Contact: David Derrick (502) 636-9273	2020	180.5’
2,000,000 Gallon Composite Jonah Water SUD Georgetown, Texas Contact: Miles Whitney (254) 744-3439	2021	145.25’

Composite Tank References Continued

1,250,000 Gallon Composite Town of Medfield Medfield, Massachusetts Contact: Ryan Paul (617) 657-0260	2017	137.5’
750,000 Gallon Composite City of Gulfport Gulfport, Mississippi Contact: Ben Benvenutti (228) 863-6487	2020	162’
2,000,000 Gallon Composite Logan-Todd Regional Water Commission Adams, Tennessee Contact: Mike McGhee (270) 483-9985	2020	121’
750,000 Gallon Composite City of Forney Forney, Texas Contact: Larry Freeman (214) 503-0555	2019	124.7’
2,000,000 Gallon Composite City of Oxford Oxford, Mississippi Contact: David Daniels (662) 236-3981	2020	128.5’
500,000 Gallon Composite Brainerd Public Utilities Brainerd, Minnesota Contact: Chad Katzenberger (218) 855-1720	2019	120’
1,000,000 Gallon Composite Citizens Energy Westfield, Indiana Contact: Ryan Taylor (317) 927-6053	2020	133’

Composite Tank References Continued

500,000 Gallon Composite City of Caddo Mills Caddo Mills, Texas Contact: Charles Massey (972) 784-7777	2020	154.29’
1,000,000 Gallon Composite South Alabama Utilities West Mobile, Alabama Contact: Jerry Luker (251) 666-4646	2020	179’
2,000,000 Gallon Composite Anniston Water Works and Sewer Board Anniston, Alabama Contact: Nina Williams (205) 987-7411	2021	118’
250,000 Gallon Composite City of Stamford Stamford, Texas Contact: Colden Rich (325) 698-5560	2020	166.5’
750,000 Gallon Composite City of Cambridge Cambridge, Minnesota Contact: Chad Katzenberger (218) 855-1720	2021	150.3’
1,000,000 Gallon Composite Town of Harrisburg Harrisburg, North Carolina Contact: Sean Mayo (704) 919-1900	2021	155.5’
750,000 Gallon Composite Moorhead Public Service Moorhead, Minnesota Contact: Bill Schwandt (701) 238-6848	2021	111’

Composite Tank References Continued

1,000,000 Gallon Composite Okmulgee Municipal Authority Okmulgee, Oklahoma Contact: Jay Updike (918) 682-7811	2021	153’
750,000 Gallon Composite Culleoka Water Supply Corporation Princeton, Texas Contact: Eddy Daniel (972) 784-7777	2022	185’
1,000,000 Gallon Composite Sardis-Lone Elm WSC Midlothian, Texas Contact: Robert Childress, III (817) 645-1118	2022	167’
500,000 Gallon Composite City of Minnetrista Minnetrista, Minnesota Contact: Chad Katzenberger (218) 855-1720	2022	149.5’
1,000,000 Gallon Composite Harris County MUD No. 418 Cypress, Texas Contact: Jim Schier (281) 469-1822	2021	170.5’
300,000 Gallon Composite Department of Veterans Affairs Jackson, Mississippi Contact: Nathan Husman (601) 487-5670	2021	179.75’
500,000 Gallon Composite Oktibbeha County Board of Supervisors Starkville, Mississippi Contact: John Cunningham (662) 268-7966	2022	200’

Composite Tank References Continued

1,000,000 Gallon Composite Wharton-Smith, Inc. Conroe, Texas Contact: Kenneth Marcell (225) 754-0550	2021	172’
750,000 Gallon Composite New Caney MUD New Caney, Texas Contact: Jimmy Flowers (713) 657-6013	2022	143.15’
1,500,000 Gallon Composite Town of Middleborough Middleborough, Massachusetts Contact: Rich Johnson (781) 934-0178	Under Construction	162.2’
2,000,000 Gallon Composite City of Cumming Cumming, Georgia Contact: Andrew Lovejoy (770) 977-5767	2020	149.5’
750,000 Gallon Composite City of Copperas Cove Copperas Cove, Texas Contact: Cynthia Taylor (254) 547-0751	2022	154’
1,000,000 Gallon Composite Colony MUD 1C Bastrop, Texas Contact: Rob Hesley (512) 280-5160	2022	123.5’
500,000 Gallon Composite City of West Burlington West Burlington, Iowa Contact: Bud Maynard (319) 462-4435	2022	126.9’

Composite Tank References Continued

500,000 Gallon Composite Village of Johnstown Johnstown, Ohio Contact: Ryan Billing (614) 779-0047	2022	172’
1,000,000 Gallon Composite Paducah Water Paducah, Kentucky Contact: Jason Peterson (270) 444-5560	2022	188’
2,500,000 Gallon Composite City of Fargo Fargo, North Dakota Contact: Michael Quamme (701) 373-7996	Under Construction	134’
1,000,000 Gallon Composite County of Galveston Crystal Beach, Texas Contact: Nancy Baher (409) 770-5556	2022	156’
500,000 Gallon Composite City of Hillsboro Hillsboro, Texas Contact: Anthony Beach (254) 771-2054	Under Construction	162’
500,000 Gallon Composite RCH WSC Rockwall, Texas Contact: Jonathan Smith (972) 784-7777	Under Construction	173.36’
1,000,000 Gallon Composite City of Belton Belton, Texas Contact: Ginger Tolbert (254) 773-3731	Under Construction	113’

Composite Tank References Continued

2,000,000 Gallon Composite Henderson Water Utility Henderson, Kentucky Contact: Daniel Tribble (615) 883-3243	Under Construction	152.50’
1,500,000 Gallon Composite City of Wichita Falls Wichita Falls, Texas Contact: Kerry Maroney (940) 781-3581	Under Construction	142’
1,000,000 Gallon Composite Village of Waterloo Waterloo, New York Contact: Patrick Nicoletta (585) 381-9250	Under Construction	121.40’
1,000,000 Gallon Composite City of Lake Elmo Lake Elmo, Minnesota Contact: Chad Katzenberger (218) 855-1720	Under Construction	143’



TANK of the YEAR TNEMEC

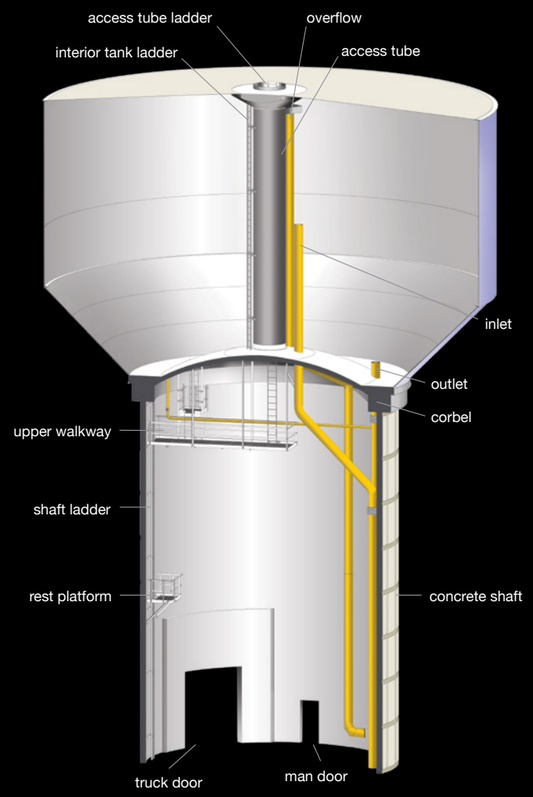
COMPOSITE ELEVATED TANKS

PHOENIX FABRICATORS & ERECTORS

WHY PHOENIX COMPOSITES

Composite tanks are increasingly becoming the desired choice for water storage. The consideration of aesthetics combined with long-term economics has lead to an increase of composite tanks, especially those with capacities greater than 500,000 gallons. The architectural concrete support pedestal creates a modern appearance and also creates additional space inside the base for other uses. If the concrete shaft is not painted, the composite tank design often provides a lower life-cycle cost than all-steel tanks primarily due to a reduction of paint surface area.

Our proprietary 7-foot forming system is the most technologically advanced system in the industry. We utilize a solid interior platform that is self-elevating as the workers progress up the shaft. Through utilization of a solid platform, we use the safest forming system in the industry, which also allows ease of adjustment of each form back to the exact radius of the first lift dimension. The use of rustication strips creates an aesthetically pleasing appearance to the exterior of the shaft while the 7-foot form height provides a less cluttered look than smaller forming systems used by other manufacturers.





Morganfield, KY
1,000,000 gallons



West Siloam Springs, OK
500,000 gallons

INNOVATIVE APPROACH AND QUALITY CONTROL

In addition to our proprietary 7-foot forming system, other innovative items that set Phoenix apart from the competition are as follows:

- Internal and external forms are tied together with thru-bolts to ensure wall thickness and alignment is maintained
- Corbels are pre-assembled during the manufacturing process to ensure exact compliance with the engineered plans and specifications
- Monolithic pouring of the corbel and dome provides the tank owner with the best product available, as the cold joint at the interface of the tank and ring beam is eliminated
- Placement of bulkheads around the circumference of the shaft to segregate pours and reduce the potential of pour lines, thus improving the aesthetics of the support structure
- Platform is not used to support domes during placement, and remains approximately seven feet below the work level to provide a safer working environment



Cleburne, TX
1,000,000 gallons



Dewey, OK
750,000 gallons

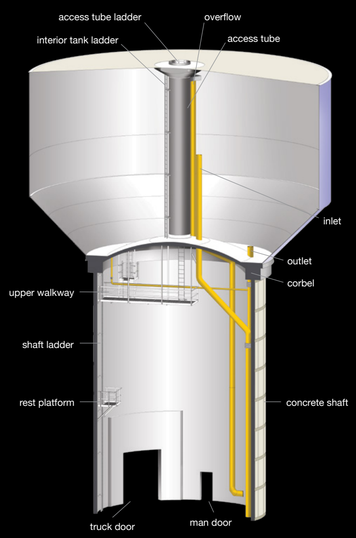


Edgerton, KS
1,000,000 gallons

WHY PHOENIX COMPOSITES

Composite tanks are increasingly becoming the desired choice for water storage. The consideration of aesthetics combined with long-term economics has lead to an increase of composite tanks, especially those with capacities greater than 500,000 gallons. The architectural concrete support pedestal creates a modern appearance and also creates additional space inside the base for other uses. If the concrete shaft is not painted, the composite tank design often provides a lower life-cycle cost than all-steel tanks primarily due to a reduction of paint surface area.

Our proprietary 7-foot forming system is the most technologically advanced system in the industry. We utilize a solid interior platform that is self-elevating as the workers progress up the shaft. Through utilization of a solid platform, we use the safest forming system in the industry, which also allows ease of adjustment of each form back to the exact radius of the first lift dimension. The use of rustication strips creates an aesthetically pleasing appearance to the exterior of the shaft while the 7-foot form height provides a less cluttered look than smaller forming systems used by other manufacturers.





Edgerton, KS
1,000,000 gallons

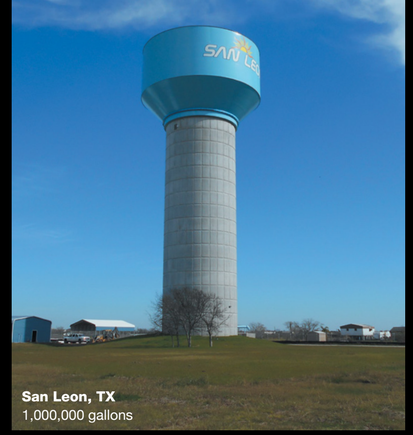


Sugarland, TX
2,000,000 gallons

CAPACITY CHARTS

CAPACITY (U.S. Gallon)	SHAFT	HEAD RANGE	TANK DIAMETER
250,000	24'-0"	30'-0"	40'-0"
300,000	24'-0"	28'-0"	46'-6"
500,000	24'-0"	35'-0"	53'-6"
750,000	32'-0"	35'-0"	67'-0"
1,000,000	40'-0"	35'-0"	75'-0"
1,250,000	40'-0"	36'-6"	84'-0"
1,500,000	52'-0"	40'-0"	89'-0"
2,000,000	52'-0"	45'-0"	91'-0"
2,500,000	52'-0"	45'-0"	106'-0"
3,000,000	60'-0"	45'-0"	120'-0"
4,000,000	64'-0"	50'-0"	134'-0"

Typical Sizes. Additional sizes available upon request.



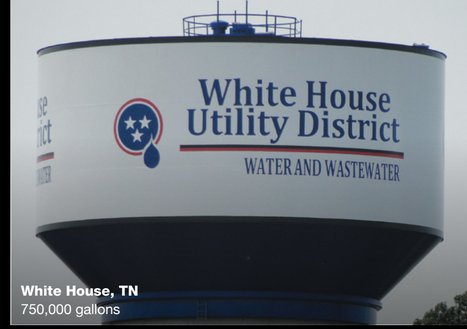
San Leon, TX
1,000,000 gallons



Eastland, TX
250,000 gallons



Huntington, IN
1,000,000 gallons



White House, TN
750,000 gallons



Conroe, TX
1,000,000 gallons



Burleson, TX
1,000,000 gallons



Y-12 National Security Complex
Oak Ridge, TN (2) 2,000,000 gallons

**To discuss your composite tank needs,
please contact us at 1-270-318-1217
or visit our website at phoenixtank.com.**

PHOENIX
FABRICATORS & ERECTORS

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 18th day of July, 2023.

Jonathan R. Dixon, P.E.
Name of Bidder

Signature of Bidder

V.P. Sales
Title of Signatory

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
(See Attached Equipment List)		

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: 18th Day of : July 20. 23

By: Jonathan R. Dixon

BIDDER

Title: V.P. Sales

NOTARY PUBLIC

State of ~~Texas~~ Kentucky

County of: At Large

Subscribed and sworn to before me this: 19th day of July, 2023

NOTARY PUBLIC

Charles Wesley Nasbitt
Notary Public, ID KYNP28660
State at Large, Kentucky
My Commission Expires on April 29, 2025

END OF SECTION

Equipment List

Description	Acquisition Date
4 | BUILDINGS	08/02/88
5 | BUILDINGS	08/02/88
6 | RECONDffiON (2)	12/20/88
19 | ELECTRICAL WORK	05/31/94
20 | LUNCH ROOM - SHOP	05/31/94
29 | SEWER LINES - ENG	11/30/97
30 | HEATING SYSTEM - SHOP	01/08/98
31 | ELECTRIC FOR HEAT	02/11/98
32 | FLOOR/STOOLS/SHOP	04/30/98
33 | NEW ROOF/ INSULATION	09/24/98
34 | POLE BARN/TOY	11/30/98
35 | POLE BARN / SEMI	11/30/98
37 | SHOP ELECTRICAL	11/30/98
38 | DRAINAGE WORK	11/30/98
39 | OFFICE REMODELING	03/31/99
40 | WALLPAPER	04/30/99
41 | ROOF / FRONT OFFICE	06/07/99
42 | AIR CONDffiONER / TOY BOX	06/23/99
43 | ELECTRICITY/ SHOP	07/30/99
44 | PARKING LOT - GARAGE	11/30/99
88 | SKYLINE DISPLAY	07/24/97
127 | WYCO VIBRATOR	04/30/87
136 | CHAINS 16 AT 32'	11/15/94
141 | CONCRETE SAW/ MISC.	01/30/97
147 | HONDA PUMP 211 5 HP	05/23/97
149 | 2 LASERS	07/30/98
152 | LASER W/ TRASMITTER	04/22/99
154 | HONDA GENERATOR EB6500	06/17/99
155 | 3 CONCRETE VIBRATORS	07/30/99
156 | 2 LASERS / TRIPOD	08/09/99
158 | IR AIR COMP	08/02/88
159 | PUNCH	12/29/87
161 | WELDERS	08/02/88
162 | SMALL PRESS	08/02/88
163 | LARGE PRESS	08/02/88
164 | RENOVATION OF LARGE PRESS	08/30/91
165 | RENOVATION OF LARGE PRESS	09/30/91
166 | BEARINGS / ROLLINGS/ PL	03/04/93
167 | REPAIR LARGE PRESS	09/27/95
168 | UPDATE HYDRAULIC	03/31/98
169 | REINSTALL PRESS CYLINDER	06/30/98
170 | REPAIR PRESS CYLINDER	06/30/98
171 | UPDATE PRESS HYDRAULICS	07/30/98
172 | HERCULES SHEAR	08/02/88
173 | WHEELABRATOR	08/02/88
174 | REPAIR SHAFTS	03/08/95
175 | LINEAR KIT/WHEELABRATOR	04/22/99
176 | BERISCH ROLL	08/02/88
177 | REPAIR ROLL 20 OD	07/17/92
178 | REPAIR ROLL	08/27/92
179 | REPAIR ROLL	08/24/95
181 | PAND JIRIS ROLLS	08/02/88
182 | HOIST - M6LL	09/23/88
183 | DETROIT HOIST - M6LL - 26FT	11/28/88
184 | BERTSCH ANGLE ROLL - AR15	01/22/90
185 | OVERHEAD CRANE - HD700 3 TON	09/27/90
186 | REPAIR CRANE	01/31/97
187 | MILLER DELTAWELD - KA910784	01/11/91

Description	Acquisition Date
188 | MILLER DELTAWELD - KA910788	01/11/91
189 | MILLER DELTAWELD KA910790	01/11/91
190 | MILLER DELTAWELD KA910791	01/11/91
191 | MILLER GOLDSTAR 500SS	01/11/91
193 | MILLER GOLDSTAR	01/11/91
194 | MILLER GOLDSTAR 500SS	01/11/91
195 | MUBEA HYDRAULIC - KBLH700	01/14/91
196 | GYRO MIXER - 31501	04/10/91
197 | BOLT THREADER W/T	03/27/93
198 | 5-TON HOIST 700 SERIES	12/14/93
199 | MILLER 651 DELTAW 230/460	04/30/94
200 | GANTRY CLEVES W/	11/03/94
201 | BULLDOG - J96X7567	02/28/95
202 | MILLER DELTAWELD - 3 PHASE 652	06/30/96
205 | SCISSOR LIFT - LS30E 31' WK HT	11/14/96
206 | MILLER DELTAWELD- 652	11/22/96
207 | MILLER DELTAWELD - 652	11/22/96
208 | MILLER DELTAWELD - 652	11/22/96
209 | MILLER DELTAWELD - 652	11/22/96
210 | SWEEPER - 34	11/20/97
211 | SULLAIR AIR COMP - LS16-75H- 230V	06/11/99
212 | HOT WATER PRESSURE	08/16/99
213 | TRUCK SCALE - 20'XI28'	12/06/99
222 | SAND POT HOSE	10/30/86
223 | RAISED SCAFFOLD	05/27/87
224 | SCAFFOLD	01/19/88
225 | HOIST	05/31/88
228 | SAND POT	08/31/88
233 | PAINT POT 600LB	02/21/89
234 | BULLDOG	03/22/89
235 | BULLDOG	04/10/89
236 | POT W/REMOTES	04/11/89
240 | MILLER WELDER - THE LEGEND- 200LE	07/25/89
241 | MILLER WELDER - THE LEGEND - 200LE	08/03/89
244 | ALPHA 1000 AIR - SKY LOCK III	12/19/89
246 | BLASTING MACHINE - LBM24HR- 6 CU. FT	02/28/90
249 | BLAST MACHINE	05/14/90
252 | REPAIR ALPHA 1000	08/30/94
256 | SPIDER CLIMBER - SC30	05/30/91
257 | REPAIR SPIDER	06/30/98
265 | MILLER GENERATOR - THE LEGEND - AEAD 200LE	08/20/91
266 | 4000 VANGUARD	10/23/91
267 | SCMIDT POT W/SKID	01/04/91
272 | BULLDOG PAINT PUMP	04/01/93
273 | BULLDOG PAINT PUMP	11/18/93
274 | AIR HOSES	05/05/94
275 | PAINT PUMP	06/30/94
277 | BULL DOGS (2)	08/30/94
281 | SCHMIDT REMOTES- 650E	10/20/94
284 | BULLDOG/PAINT PUMP	10/18/95
286 | AIR SKYCLIMB HOIST - COMPAC 750	10/18/95
287 | AIR SKYCLIMB HOIST - COMPAC 750	02/29/96
289 | ALPHA 1000 AIR HOIST	06/19/96
290 | BLASTER W/MICRO CO - 6.5 CU. FT	06/25/96
291 | VANAIR AFTERCOOLE - PAC-20	08/19/96
292 | AFTER COOLER - PAC 10	08/09/96
293 | AFTER COOLER - PAC 10	08/14/96
294 | 6.5 CU FT BLASTER	10/30/96
295 | COMPAC 1000 AIR S - AIRIO00D	04/24/97

Description	Acquisition Date
296 | ALPHA 1000 AIR	07/01/97
297 | COMPAC 1000 AIR S	09/10/97
299 | GRACO PUMP - 237-399	09/10/97
300 | GRACO PUMP - 237-399	09/10/97
301 | VAN AIR AFTERCOOL - PAC-10	10/07/97
302 | (2) AIR SKYCLIMB COMPAC 750	10/07/97
303 | (3) AIR SKYCLIMB COMPAC 750	02/11/98
304 | (2) AIR SKYCLIMB 750	05/04/98
305 | PAINT POT W/REMOTE	07/13/98
306 | REBUILD PUMP	09/16/98
307 | SULLAIR AIR COMPR 375DPD	10/27/98
308 | EQUIPMENT MAINT	04/30/99
309 | 2 SKYCLIMBER MOTO	11/10/99
310 | AIR COMPRESSOR	12/20/99
312 | (4) SKYCLIMB HOIST	12/19/99
313 | GRACO PUMP 237-399	11/20/96
314 | AFTER COOLER PAC-10	11/20/96
315 | AFTER COOLER	12/06/96
317 | SKYCLIMBER SA49557	06/30/95
328 | FURNITURE DESK/ CR	12/11/97
339 | PRESSURE WASHER/B	06/30/99
342 | FURNITURE/WARREN	01/30/97
356 | 1997 DODGE P.U. CC	04/14/99
362 | 1995 CHEVY P.U. G C29	03/31/88
437 | GALION 150 CRANE	01/11/93
438 | EXT WELD 126169	03/02/94
439 | REBUILD CRANE	05/17/95
440 | REPAIR CRANE	02/23/89
446 | GALION 150 CRANE F150	11/07/91
447 | REPAIR CRANE	03/16/94
448 | REBUILT CRANE	02/09/89
449 | GALION 150 CRANE	11/30/92
450 | ENGINE REPAIR	06/17/94
451 | REPAIR CRANE	10/23/89
452 | 150F DRESSER CRANE 150FA	09/30/94
453 | BUYOUT CRANE	06/24/92
456 | 481 GALION 150 CRANE HYD 15 TON	07/14/94
457 | REBUILD CRANE	06/25/96
458 | REPAIR CRANE	12/30/94
459 | DRESSER 150 CRANE 150FA	01/12/95
460 | WHEELS FOR CRANE	03/07/96
461 | GALION PICKER 150FA	04/17/97
462 | GALION 150FA CRANE	01/31/99
463 | GALION CRANE 150FA	04/17/97
464 | GALION 150FA CRANE	11/10/99
465 | GALION 150FA HYD	08/02/88
466 | IR AIR COMP	08/02/88
467 | IR AIR COMP.	08/02/88
468 | IR AIR COMP.	08/02/88
469 | IR AIR COMP.	08/02/88
470 | IR AIR COMP,	08/02/88
471 | IR AIR COMP	08/02/88
472 | IR AIR COMP.	08/30/94
481 | REPAIR HOIST	10/14/93
486 | REPAIR ENGINE	07/08/91
487 | CUMMINS GENERATOR - 6CTAS-3GS 150K	10/31/96
488 | BANK ONE BUYOUT	01/14/91
489 | CUMMINS DIESEL GE 6CT8.3G	04/26/96
490 | REPAIR GENERATOR	10/31/96

Description	Acquisition Date
491 | BUY OUT BANK ONE	09/05/91
492 | CUMMINS DIESEL GE 6CTAS.3GS	10/31/96
493 | BUY OUT BANK ONE	09/25/91
494 | CUMMINS DIESEL GE 6CTAS.3GS	10/31/96
495 | BUY OUT BANK ONE	10/01/93
496 | CUMMINS GENERATOR GCTA8.3 GC	12/24/98
497 | GENERATOR/BUY OUT	10/01/93
498 | CUMMINS GENERATOR 6CTAS.3 GC	12/24/98
499 | GENERATOR BUY OUT	05/28/99
500 | ENGINE	08/31/94
501 | CUMMINS GENERATOR 6CTAS.3G 460 VOLTS 502 BUYOUT BANK ONE	06/30/99
503 | CUMMINS GENERATOR	08/31/95
504 | CUMMINS DIESEL GE 6CTAS.3G	05/24/96
505 | CUMMINS GENERATOR 150KW	02/16/99
506 | LIETZ TRANSIT W/	05/30/89
507 | MILLER WELDER SRH444 208/460	06/07/89
509 | MILLER WELDER SRH444 208/460	06/07/89
510 | MILLER WELDER SRH444 208/460	06/07/89
511 | MILLER WELDER 5RH444 208/460	05/31/89
512 | MILLER WELDER SRH444 208/460	05/31/89
513 | MILLER WELDER SRH444 208/460	05/31/89
514 | MILLER WELDER SRH444 208/460	05/31/89
515 | MILLER WELDER SRH444 208/460	05/31/89
516 | MILLER WELDER SRH444 208/460	05/22/89
519 | GOLDSTAR WELDER 500SS	03/19/92
521 | GOLDSTAR WELDER 500SS	03/19/92
522 | GOLDSTAR WELDER 500SS	03/19/92
523 | (2) LASERS W/TRIP LT8-300P	09/17/93
524 | LEGEND MILLER WELDER	06/22/94
525 | MILLER GOLD STAR 652	05/26/95
527 | MILLER GOLD STAR 652	05/26/95
528 | MILLER GOLD STAR	05/26/95
531 | GUYLESS RIG	07/06/95
537 | MILLER GOLDSTAR 652	07/31/96
538 | MILLER WELDER	08/19/99
539 | PAINT EQUIPMENT	01/17/00
540 | INSTALL HEAT/COOL IN GAIL'S OFFICE	02/29/00
541 | CUMMINS GENERATOR	02/04/00
542 | 3 DRUM HOIST	02/11/00
543 | 25 FT GOOSENECK TRAILER	02/29/00
544 | KITCHEN CHAIRS & TABLE	02/04/00
545 | KITCHEN REMODELING	03/31/00
546 | ACCURATE LASER SYSTEMS - SENSORS	03/07/00
547 | DAVIS TOOL & GAGE - FLANGES	03/17/00
548 | DAVIS TOOL & GAGE -THREADING INSERTS	03/09/00
549 | RESEARCH ENGINEERING - SHOCK RES SHEAR BLADES	03/09/00
552 | AIR HOIST	03/15/00
554 | 25 FT GOOSENECK TRAILER	03/09/00
556 | NEW ENGINE FOR CRANE	04/05/00
557 | REPAIR TO SKYCLIMBER HOIST	04/12/00
561 | HAMILTON DISPLAY - 2000	06/30/00
562 | KIT,COMPACT ex 1250	07/17/00
563 | 2000 UNITED SILVERSTAR 30 FT GOOSENECK	07/11/00
564 | GROVE RT 640E CRANE	08/07/00
565 | REPAIR TO GEN SET	08/14/00
567 | 35' STANDARD MKD STAGE ASSY	08/01/00
569 | AMER COMFORT NEW DUCTWORK	09/30/00
570 | CRAFTSMAN UNUM - REMODELING	09/30/00
572 | 2 ZMAC AIR HOIST - SPIDER 5180,5176	10/19/00

Description	Acquisition Date
576 | 2 HONDA EBA5000	11/15/00
584 | Phoenix Parking Lot Entrance Sign	12/15/00
586 | Containment System - Detroit Tarp	12/01/00
587 | 2 Air Motors	01/12/01
590 | CONTAINMENT SYSTEM	02/28/01
591 | WELDER	02/14/01
593 | REPAIR CUMMINS GEN UNIT #523	02/07/01
595 | RIGGING CONTAINMENT SYSTEM	03/15/01
599 | 35' STANDARD MKD STAGE	04/19/01
603 | GRACO BULL 237-399	05/31/01
604 | 2 BLAST POTS	05/31/01
605 | GRACO BULL 237-399	05/31/01
606 | 4 AIR MOTORS	05/24/01
607 | 2 AIR MOTORS - CE5CO	05/17/01
612 | Projector- Engineering	05/31/01
614 | 5 MILL SRH 444	06/14/01
615 | MILL SRH 444	06/21/01
616 | PIONEER 725 COOLER	06/28/01
617 | PIONEER 725 COOLER	06/28/01
623 | 2 CAC0I CO MONITORS	07/25/01
624 | 1 AIR MOTOR	07/26/01
628 | 150 Crane	09/27/01
629 | 150 CRANE	09/27/01
630 | AIR COMPRESSOR	09/19/01
631 | REPAIRS TO COMP	09/30/01
632 | GRACO KING EXTREME	09/12/01
633 | 2 BLAST POTS	09/20/01
634 | ULTRA MAX HIBOY, PRESS WASH	09/20/01
635 | 2 AIR MOTORS	09/20/01
636 | 2 AIR MOTORS	09/20/01
640 | CLIMBER	09/30/01
641 | AIR TUGGER -TINO ORTIZ	09/14/01
642 | 3 drum hoist	10/29/01
643 | 3 DRUM HOIST	10/29/01
644 | 3 DRUM HOIST	10/29/01
645 | 3 MILL GOLDSTAR 652 60 HZ	10/31/01
646 | MILL GOLDSTAR 652 60HZ	10/31/01
647 | HOT WATER WASHER	10/12/01
648 | TARP SYSTEM	10/25/01
652 | POWERWASHER	10/31/01
655 | 4 JAYCO 312-2-2 RELIEF VALVES	10/31/01
657 | see 8-01, 2001 cgmt trailer	12/01/01
658 | see 8-01, 2001 cgmt	12/31/01
659 | MILLER BOBCAT	12/19/01
662 | PAINT PUMP	01/01/02
663 | FURNACES FOR SHIPPING & RECEIVING	01/11/02
666 | REPAIRS TO 5523	01/31/02
667 | FD24 FOLD DOWN STIRRUP & WORK CAGE	02/28/02
668 | PAINT PUMP KING 45:1	02/13/02
669 | FLOORING - FRANK MASSEY OFFICE	02/28/02
671 | JAYCO 31222 RELIEF VALVE	03/20/02
673 | SERVICE TO HOISTS 687252,687893,687898	03/28/02
674 | AIR MOTOR XA500P	03/20/02
675 | WERLING COMPUTER	03/06/02
677 | SHOP FILTRATION SYSTEM	04/18/02
678 | 2002 CGMTTRAILER CMG840TA6	04/30/02
679 | I AIR MOTOR XA500P	04/25/02
681 | STEEL GROUND LEVEL STORAGE CONTAINER"	
682 | FENCE	04/30/02

Description	Acquisition Date
683 | EB5000 HONDA GEN	05/16/02
684 | SAW TS400 CUTQUICK	05/16/02
686 | XA500P AIR MOTOR	05/17/02
690 | GRAVEL FOR LOT	05/16/02
691 | WELDER-MILLER TRAILBLAZER 280NT	05/16/02
693 | REPAIR TO 520.00	07/24/02
695 | 375 CFM AIR COMP	07/16/02
696 | REPAIR TO HOISTS	07/31/02
699 | 2 AFTERCOOLERS	07/31/02
700 | 3 244-471 EXTREME	07/31/02
701 | 5 CANARY II- CHLORIM	07/31/02
702 | 4 WELDED CABINETS	07/31/02
703 | 5 TRIPOD KITS	07/31/02
704 | 5 WORKMASKS 11-SCBA	07/31/02
705 | 3 AIR MOTORS	07/31/02
706 | 1 STANDARD MKD STAGE	07/31/02
710 | 3 HONDA GENERATORS	07/31/02
711 | 1 CO MONITOR	07/31/02
712 | 1 BLACK MAX PNEUMATIC	07/31/02
714 | 5 CONTAINMENT CURTAINS	07/31/02
716 | 4 GAS DETECTORS	07/31/02
717 | 4 PROGUARD PUMP KITS	07/31/02
718 | 4 CARRY CASES	07/31/02
719 | 1 8,000 LB TUGGER	07/31/02
721 | MISC CONTAINMENT EQUIPMENT	07/31/02
722 | REPAIRS TO ASSET #216	08/30/02
723 | REPAIRS TO ASSET #522	08/31/02
724 | AIR COMPRESSOR	08/31/02
725 | TIRAK LT/WT AIR HOIST	08/31/02
727 | 4 STICK WELDERS	09/30/02
730 | REPAIRS TO CRANE #220	09/30/02
731 | 3 TIRAK LT/WT AIR HOISTS	10/10/02
732 | 2 QUIET EXTREME	10/31/02
733 | 2 QUIET EXTREME	10/31/02
738 | 1 LOT OF ROLLER RACE ASSEMBLYS	12/31/02
739 | SERVICE TO HOISTS 688247,68725225432	12/18/02
740 | 2 STICK WELDERS	01/31/03
741 | 2 ADAPTER/ CONTROL	02/28/03
742 | 2 BLOCK STOP BSO 500	02/20/03
743 | 3 244472 KING QXT45:1 BARE	02/26/03
746 | 1 REBUILT 20R DIE HEAD	03/26/03
747 | punch	04/30/03
748 | air hoist	04/30/03
749 | repair to skyclimber hoist	04/30/03
750 | GENERATOR	05/22/03
751 | REAPIR TO HOISTS 687898,687893	05/31/03
752 | ACCOUNTING PRINTER	05/29/03
755 | PUMP	06/30/03
758 | REPAIR TO AIR COMP 309562	07/24/03
759 | CRANE REPAIR TO 210	08/31/03
764 | JD 250 SKID LOADER	09/30/03
765 | REPAIR TO HOIST	09/25/03
766 | STRUCTURES SOFTWARE	09/30/03
771 | REPAIR TO 519	10/31/03
773 | JOHN CRISWELL COMPUTER	11/26/03
774 | 2002 CARGOMATE REPAIR	11/26/03
776 | Repair Hoist No. 16-	
777 | Repair Hoist-No. 16-32	12/03/03
778 | Remodel Purchasing Office	12/31/03

Description	Acquisition Date
779 | T-MIKE E THICKNESS GAGES (3)	01/26/04
780 | SKYCLIMBER HOIST REPAIR	01/31/04
781 | ALUM WALK BOARD FOR PAINTERS (12)	01/12/04
782 | Machine & Drill Small Manways & Lids	03/03/04
790 | AIR MOTOR REPAIR	06/10/04
791 | STREET PILOTS	06/10/04
794 | COMPUTER EQUIP-DUNNAHOE	07/29/04
795 | REPAIR HOIST #25433.24463.14333	07/31/04
796 | AIR TUGGER REPAIR	07/31/04
797 | STICK WELDER (4)	08/18/04
798 | REPAIR SKYCLIMBER HOIST	08/17/04
799 | LAPTOP COMPUTER	08/24/04
800 | PRESSURE WASHER	08/12/04
801 | WELDER (2)	08/09/04
805 | COMPUTERS (2) LYLE & LINDA	09/30/04
807 | Skyclimber Hoist Repair-Units 687898,687260,686659	10/21/04
808 | Repair to Generator Unit # 519	10/31/04
809 | Garage Building-Phoenix East	11/29/04
810 | Repairs to Generator Unit #518	10/04/04
811 | Repairs to Trailer Unit No. 8-07	11/19/04
812 | Accounting Department Server and Monitor	11/23/04
814 | Repair Bridge Motor Brake Assembly	12/01/04
815 | Reuland B8532 Crane Motor	12/30/04
816 | Air Compressor - D. Walker	12/10/04
817 | Repair Various Paint Hoists	12/28/04
818 | Repair Skyclimber Hoist	12/31/04
822 | Trolley Drive Motor-Fluid Shalt	01/19/05
824 | KTA Comprehensive Kit	02/10/05
827 | Air Compressor	03/24/05
828 | Air Compressor	03/24/05
829 | Ultrasonic Thickness Sensor	03/17/05
832 | 5-Ton Roof Top Air Conditioner	06/01/05
834 | 3000 Watt Generator	07/22/05
835 | Computer Soltware - Ty & Dominick	09/22/05
836 | Engineering Soltware - PCA Mats	09/22/05
837 | New Hoist Equipment	09/21/05
838 | 2 Hoist Motors & Accessories	09/21/05
840 | Case 21-B Loader	12/02/05
841 | Laptop - Gene	12/31/05
843 | 2006 United Trailer 8 1/2 + 40 - UXT-GN White	01/26/06
845 | DuoMix 230 Paint Containment System 846 Laptop Computer - Chris Melluck	02/07/06
847 | Digital Camcorder	02/22/06
849 | Solvent Recycler 850 Roll Press Brake 851 2 Air Motors	02/22/06
852 | 2 Air Motors & 2 LT/WT Air Motors	05/18/06
856 | Two Air Motors	05/31/06
857 | Air Motor & LT/WT Motor 861 Engineering Software	05/18/06
863 | AutoCAD 2007 Software 864 Rebuilt 20R Die Head 865 4 Air Motors	05/25/06
866 | Paint Blaster	05/26/06
867 | Modification to Paint Trailer for Paint Equipment 869 Primavera Scheduling Software	06/08/06
871 | Tower Hoist	07/05/06
875 | Boom Lift	08/01/06
876 | Cummins Genset	08/31/06
877 | Cummins Genset	08/17/06
878 | Air Compressor 3000 Series 879 Hoist & XASOOP Air Motor 880 2 XA SOOP Air Motors	08/22/06
881 | TV - PTS Conference Room 882 Computer - Robert Clouse, Jr. 883 Voicmail Server & Cabinet 886 Parking Lot	08/31/06
887 | Maintenance Building	09/15/06
889 | Paint Building	11/22/06
897 | Mats for Erection Department 898 Hoist Repair	12/31/06
899 | 6 Hoist Motors	12/31/06

Description	Acquisition Date
900 | Rebuild Wheel in Shop 901 Scaffolding for Paint Crew	12/31/06
902 | Engineering Software for Plasma Cutter 903 Generator	12/31/06
904 | 2 AGW-1 Automatic Girth Welders	12/31/06
905 | Gas Alert Kits	12/31/06
906 | PTS Office Furniture & Conference Room Table 907 Area Rug for PTS Conference Room	12/31/06
908 | OH Doors & Opener for Shop 909 Derrick for Erection Dept.	12/31/06
911 | 2 Storage Containters for Erection Equipment	12/31/06
912 | 3 computers for engineering	12/31/06
913 | Engineering Software for Plasma Cutter 915 Hoist Repair	12/31/06
916 | Hoist Repair	12/31/06
917 | Desk - C. Melluck Office	01/31/07
918 | Project Load Testing Equipment 919 600 Amp Power Panel	02/28/07
920 | Storage Container - Paint Crew 921 Computer	02/28/07
923 | Remodeling of C. Melluck's New Office	02/28/07
924 | Air Compressor for Paint Dept. 925 Air Compressor for Paint Dept. 926 Air Compressor for Paint Dept. 928 Yard Crane	02/28/07
929 | IDEALARC DC-600 w/Meter Welders & Feeders	02/28/07
930 | Rebuild of Unit 516	03/31/07
931 | AutoCAD Mechanical 2008	03/31/07
934 | Hoist	03/31/07
936 | Plasma Cutter	03/31/07
937 | Welder	03/31/07
938 | Welder	04/30/07
939 | Skidsteer Mount & Equipment 940 Forklift	04/27/07
941 | X-Ray Trailer	04/30/07
942 | Scafolding for Erection Dept. 943 Storage Containter - Erection 944 Storage Container - Erection 946 3-Ton Hoist	04/30/07
947 | Press Roll Repair	04/30/07
948 | 45:1 XTreme NXT Pump, Bare	05/24/07
949 | Generator - Rebuild of Asset #521 950 Air Compressor for Plasma cutter 951 Ford F250 Truck	05/24/07
952 | 115-TH-113 Tower Hoist	06/30/08
953 | 115-TH-113 Tower Hoist 954 115-TH-113 Tower Hoist	06/30/08
955 | Heating & Cooling System w/ OH Duct Work	06/19/08
956 | 4 Load Ramps	06/19/08
957 | Office Equipment - K. Marcum's Office 962 Asset # 521 Rebuild	06/19/08
963 | IR HP375WIR Compressor	08/31/08
964 | IR HP375WIR Compressor	08/31/08
966 | Miller Trailblazer 302 Compressor	08/31/08
967 | Miller Trailblazer Pro 350D Compressor 968 Rebuild Transmission of Asset #04-01 969 Roll Machine Repair	09/30/08
970 | Alternator for Generator 971 Scaffolding Motors	09/30/08
972 | Computer - Bob Clouse 973 Computer - Gail Harlan 974 AutoCad - Engineering	10/31/08
976 | Lunisys Lum/scan 75 X-Ray Film Digitizer Unit/Kodak	11/30/08
978 | Engineering printer/scanner	11/30/08
979 | Plasma TV - Sales Exhibit	11/30/08
980 | Sales Exhibit - Coppinger Exhibits, Inc. 982 6.5 1-1/4" Bantam Tandem	11/30/08
983 | CX1250 Hoist - 686996	11/30/08
984 | CX1250 Hoist - 5250	11/30/08
987 | EU6500IS, 6500 Watt Generator 988 EB6500XA Honda Generator 989 Tirak Hoist	12/31/08
990 | Roller Pinion for Brushing (Shop Roller)	02/28/09
991 | Rebuild of Generator (Asset #515) 992 Catapillar Skid Loader	02/28/09
993 | Electric 220V Hoist 994 4 Hoists	02/28/09
995 | Hoist	02/28/09
996 | Hoist	02/28/09
997 | Table & Chairs for Training Room 998 Monitor for Security System	03/13/09
999 | Training Room/Office Space Addtion 1002 Spider - Elec. 500' Drum Tank Climber 1003 Spider Elec. 500' Drum Tank Climber	04/29/09
· | 1004 Spider Elec. 500' Drum Tank Climber 1005 Spider Elec 500' Drum Tank Climber 1006 Sony VAIO Laptop - Robert Clouse 1007 Desktop Computer (Tammy Schaub) 1008 Idler	05/06/09
1009 | 2004 Ford F150 (Silver)	04/30/09
1013 | Office Furniture - V. Csnear Office 1014 Portable X-Ray Machine	06/30/09
1016 | Computer - Sean Tinlin (HP DC7900) 1017 Computer (Kurt Fuller) - HPDC7900	05/31/09
1018 | Back-Up Tape Driver for Eagle3 - LT0448 1020 Scaffold Boards - McCausey Lumber 1023 Concrete Storage Pad for Yard	05/31/09

Description	Acquisition Date
1027 | B. Freeland New HP Computer 1030 Bentley Engineering Software	05/31/09
1031 | J. Short Laptop - Toshiba XSOO-S1801	09/04/09
1035 | New Driveway for Avon Yard Area 1038 FEA Software - Engineering	10/31/09
1039 | Plate Rolls	01/25/10
1040 | Winch - U8A-15G	06/30/10
1041 | Winch - U8A-15G	08/31/10
1042 | Winch - U8A-15G	09/30/10
1043 | Winch - U8A-15G	12/21/10
1044 | Winch - U8A-15G	04/25/11
1045 | MATLAB Software	04/30/11
1046 | Hoist	04/30/11
1047 | Hoist	04/30/11
1048 | Hoist	04/30/11
1049 | Hoist	04/30/11
1050 | Abrasive Blast System, Wet Stainless 1052 ARS MCS Media Cleaning System 1053 Computer - Matt Riddle	05/12/11
1054 | Mathcad Prime 1.0 Software	09/31/2011
1055 | Pump for Jacking Composite Tanks 1056 Roof Repair for Avon Office Building 1057 Set of 4 Hydraulic Cylinder Jacks 1058 New Truck Entrance in Yard	05/31/11
1059 | Caster Wheels for Avon Shop 1060 Scaffolding - McCausey Lumber 1061 Mats for Erection Dept.	05/31/11
1062 | New Jack System for Erectors	05/31/11
1063 | Idealarc Welder (S/N U1120708455) 1064 Idealarc Welder (S/N U1120708457) 1065 Scaffold Boards	06/14/11
1066 | Harrison Hoist (18 S/N 12HH68443 thru 12HH68443-17)	08/31/11
1067 | Motor for Yard Crane 1068 1 Ton Hoist (3)	08/31/11
1069 | 1.6 Ton Hoist (6)	08/31/11
1070 | 3.2 Ton Hoist (6)	10/20/11
1071 | Air Compressor	11/30/11
1072 | Scaffold Boards	12/20/11
1073 | Scaffold Boards	04/30/12
1074 | Ford F-150	07/31/12
1075 | Computer - Amber Troyer 1076 AutoCad Software	08/31/12
1077 | 12'x4'x20' Crane Mat	08/31/12
1078 | 30"x30"x2" outrigger Pads (12)	09/01/12
1079 | Hoist (Unit #0959)	09/01/12
1080 | Hoist (Unit 1954)	09/01/12
1083 | Jet JLH-320-10 3.2 T Lever Hoist (6)	09/01/12
1084 | Jet JLH-320-10 3.2 T Lever Hoist w 10' Lift (10)	09/01/12
1085 | Jet JLH-320-10 3.2 T Lever Hoist w/ 10' Lift (12) 1086 7000W Diesel Generator	09/30/12
1087 | 8000 Gas Generator	10/31/12
1088 | Pressure Washer	10/31/12
1089 | HP Z420 Computer - K Fuller 1090 Toshiba Laptop - C. Payne 1092 Geoblaster	10/31/12
1093 | Air Winch U8A-15G 1094 Air Winch U8A-15G 1095 Air Winch U8A-15G 1096 Air Winch U8A-15G 1097 Air Winch U8A-15G 1098 Air Winch U8A-15G 1099 Paint Storage Unit	10/31/12
1100 | Toshiba Satellite P50-ABT3N22 Laptop	11/30/12
1101 | Buffalo Terastation 5400R Onsite Server Backup	11/30/12
1102 | Toshiba Sate/lite Laptop - W.2Dt-AST2N01 - L. Humphrey	01/16/13
1103 | Air Compressor - Paint 1104 Air Compressor - Paint	01/03/13
1105 | Toshiba Laptop - PSPMJU-07703C - D. Hendrix	02/27/13
1106 | Ford F150	04/18/13
1107 | Ford FISO	04/30/13
1108 | Ford F250	09/26/13
1109 | Ford FISO	09/26/13
1111 | HP Z220 Workstation PC - W. Nasbitt 1113 Toshiba Laptop - P50-BBT2N22	02/28/14
1114 | AutoCad Software	02/28/14
1115 | Hoist	02/28/14
1116 | Welder - Trailblazer 325 Diesel 1117 Portable Air Compressor - Paint 1118 Portable Air Compressor - Paint 1119 Portable Air Compressor - Paint 1120 Portable Air Compressor - Paint	02/28/14
1121 | HP Workstation Z420-CMT (J. Watson)	02/28/14
1122 | 2014 Ford F150 Truck 1123 New Server - Avon 1124 New Server - Sebree	02/28/14
1125 | Barracuda Backup Server 490	03/31/14
1126 | ASA 5506X With Firepower - Firewalls for Avon and Sebree 1127 2015 Dodge Ram 3500 SLT	03/31/14

Description	Acquisition Date
1128 | Endless Lifting Sling - 25 Foot 1129 Endless Lifting Sling - 25 Foot 1130 Endless Lifting Sling - 25 Foot 1131 Endless Lifting Sling - 25 Foot 1132 Endless Lifting Sling - 25 Foot 1133 Endless Liftin	04/30/14
1135 | Toshiba Satellite L50-BST2NX4 Lapttop (Z. Clouse)	04/30/14
1136 | Toshiba Satellite L50-BST2NX4 Lapttop (B. Norton) 1137 Trailblazer 325 Diesel Welder, GFCI for Paint Trailer 1138 Trailblazer 325 Kohler Welder (Chip Gerber)	04/30/14
1139 | Paint Shroud System 1140 EN600 x 45' Tuflex Slings	04/30/14
1141 | EN600 x 45' Tuflex Slings	04/30/14
1142 | EN600 x 45' Tuflex Slings	04/30/14
1143 | EN600 x 45' Tuflex Slings	04/30/14
1144 | EN600 x 45' Tuflex Slings	04/30/14
1145 | EN600 x 45' Tuflex Slings	04/30/14
1146 | EN600 x 45' Tuflex Slings	05/31/14
1147 | EN600 x 45' Tuflex Slings	05/31/14
1148 | 2006 Ford F350 Super Duty Truck	06/30/14
1149 | HP EliteDesk 800 Gl Desktop Computer (J. Short) 1150 Toshiba Staellite Laptop Computer (N. Guerrero) 1151 SWC Telecom - New Telephone System	06/30/14
1152 | Hoist (TU-2028)	07/01/14
1153 | Outriggers for Paint Shroud System	08/07/14
1154 | Flextec 650 Welder	08/07/14
1155 | Flextec 650 Welder	08/07/14
1156 | Flextec 650 Welder	08/07/14
1157 | Flextec 650 Welder	09/25/14
1158 | Microsoft Surface Pro 3 (PU2-00017) (DK) 1159 HP Z440 Worksation PC	12/14/14
1160 | HP ProDesk 400 G2.5 Desktop	12/08/14
1161 | Oce Plotwave 340 System - Canon Printer 1162 HP ProDesk 400 G2 Desktop (A. Hansen) 1163 HP Z640 Desktop Workstation	02/28/15
1164 | Avon Yard Resurface under Crane Rail	02/28/15
1165 | 1997 Ford F450	02/28/15
1166 | Hoist	02/28/15
1167 | Hoist	02/28/15
1168 | Hoist	02/28/15
1169 | Hoist	02/28/15
1170 | Hoist	04/22/14
1171 | Hoist	04/30/15
1172 | Hoist	04/30/15
1173 | Hoist	04/30/15
1174 | Hoist	04/30/15
1175 | Hoist	05/08/15
1176 | Hoist	05/20/15
1177 | Hoist	05/20/15
1178 | Hoist	05/20/15
1179 | Hoist	05/20/15
1180 | Hoist	05/20/15
1181 | Hoist	05/20/15
1182 | Hoist	05/20/15
1183 | Hoist	05/31/15
1184 | Hoist	05/31/15
1185 | Hoist	06/01/15
1186 | Hoist	06/01/15
1187 | Hoist	06/30/15
1188 | Hoist	06/18/15
1189 | Hoist	06/18/15
1190 | Hoist	06/18/15

PHOENIX
FABRICATORS & ERECTORS

Jul 18, 2023

Phoenix Fabricators & Erectors, LLC
182 S County Road 900 E
Avon, Indiana 46123

To whom this may concern:

The undersigned party certifies that Phoenix Fabricators & Erectors, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Jonathan R. Dixon, P.E.
Printed Name

Signature

V.P. Sales
Position in Bidding Company

7/18/2023
Date

Telephone: +1 860-263-1042
Website: wtwco.com
E-mail: becky.josephson@wtwco.com

July 19, 2023

City of Edinburg
415 W. University Drive
Edinburg, TX, 78539

RE: Phoenix Fabricators & Erectors, LLC - Surety Bonding Reference and Capacity
Project: Business 281 - One Million Gallon Composite Elevated Storage Tank

To Whom It May Concern:

This letter is to confirm that Phoenix Fabricators & Erectors, LLC is a highly regarded and valued client of Siriuspoint America Insurance Company (A.M. Best Rating A- and Financial Size Category XV and Pennsylvania Insurance Company (A.M. Best Rating A- and Financial Size Category XI). Willis Towers Watson Insurance Services West, Inc. has 4 years relationship with Phoenix Fabricators & Erectors, LLC. During Phoenix Fabricators & Erectors, LLC's history, the company has developed a strong and successful track record of completing complex building projects on time and within the available budget.

With respects to bonding capacity, Siriuspoint America Insurance Company and Pennsylvania Insurance Company has supported bonding for individual projects in excess of $12,500,000.00 and provided surety support for uncompleted work programs in excess $100,000,000.00. There is more than adequate bonding capacity available for each stage/phase of your project.

If Phoenix Fabricators & Erectors, LLC is selected and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Phoenix Fabricators & Erectors, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust this information meets your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Attorney-in-Fact Kyle Fuller

Siriuspoint America Insurance Company
Pennsylvania Insurance Company





Willis Towers Watson Midwest, Inc.
10 State House Square, Floor 11
Hartford, CT 06103

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ASUHOU01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Joshua C. Betz, James Bluzard, Kyle Fuller, Christopher Raines, David Rose, Christian Young, Mona Broadway

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts ofsuretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 20th day of Dec., 20 22.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 20th day of Dec. A.D. 2022 , before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2023

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of March , 20 23

_____
Jeffrey A. Silver, Secretary

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ASUHOU1_0623

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Kyle Fuller

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 31st day of May in the year 2023.

SiriusPoint America Insurance Company
By: Melissa J. Ralph
Melissa J. Ralph
Secretary

State of New York }
} ss.
County of New York }

On this 31st day of May 2023, before me, a Notary Public of the State of New York in and for the County of New York duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

LYNNE ABRAMS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6173388
Qualified in New York County
Commission Expires August 27, 2023

Lynne Abrams
Notary Public
My Commission expires August 27, 2023

State of New York
County of New York

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this day of

[SEAL]

Melissa J. Ralph
Secretary

Telephone: +1 860-263-1042
Website: wtwco.com
E-mail: becky.josephson@wtwco.com

July 19, 2023

City of Edinburg
415 W. University Drive
Edinburg, TX, 78539

RE: Phoenix Fabricators & Erectors, LLC - Surety Bonding Reference and Capacity
Project: Business 281 - One Million Gallon Composite Elevated Storage Tank

To Whom It May Concern:

This letter is to confirm that Phoenix Fabricators & Erectors, LLC is a highly regarded and valued client of Siriuspoint America Insurance Company (A.M. Best Rating A- and Financial Size Category XV and Pennsylvania Insurance Company (A.M. Best Rating A- and Financial Size Category XI). Willis Towers Watson Insurance Services West, Inc. has 4 years relationship with Phoenix Fabricators & Erectors, LLC. During Phoenix Fabricators & Erectors, LLC's history, the company has developed a strong and successful track record of completing complex building projects on time and within the available budget.

With respects to bonding capacity, Siriuspoint America Insurance Company and Pennsylvania Insurance Company has supported bonding for individual projects in excess of $12,500,000.00 and provided surety support for uncompleted work programs in excess $100,000,000.00. There is more than adequate bonding capacity available for each stage/phase of your project.

If Phoenix Fabricators & Erectors, LLC is selected and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Phoenix Fabricators & Erectors, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust this information meets your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

Attorney-in-Fact Kyle Fuller

Siriuspoint America Insurance Company
Pennsylvania Insurance Company





Willis Towers Watson Midwest, Inc.
10 State House Square, Floor 11
Hartford, CT 06103

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ASUHOU01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Joshua C. Betz, James Bluzard, Kyle Fuller, Christopher Raines, David Rose, Christian Young, Mona Broadway

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts ofsuretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 20th day of Dec., 20 22.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 20th day of Dec. A.D. 2022 , before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2023

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of March , 20 23

_____
Jeffrey A. Silver, Secretary

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ASUHOU1_0623

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Kyle Fuller

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 31st day of May in the year 2023.

SiriusPoint America Insurance Company
By: Melissa J. Ralph
Melissa J. Ralph
Secretary

State of New York }
} ss.
County of New York }

On this 31st day of May 2023, before me, a Notary Public of the State of New York in and for the County of New York duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

LYNNE ABRAMS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6173388
Qualified in New York County
Commission Expires August 27, 2023

Lynne Abrams
Notary Public
My Commission expires August 27, 2023

State of New York
County of New York

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this day of

[SEAL]

Melissa J. Ralph
Secretary

AFFIDAVIT OF INSURANCE

THE STATE OF ~~TEXAS~~ INDIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF HENDRICKS

BEFORE ME, the undersigned authority, on this day personally appeared

JONATHAN R. DIXON, who
[Affiant]

being by me duly sworn on his oath stated that he is V.P. SALES, of
[Title]

PHOENIX FABRICATORS & ERECTORS, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Jonathan R. Dixon
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on July 19, 2023.
[Date]

Notary Public in and for the State of ~~TEXAS~~ Kentucky

Charles Wesley Nasbitt
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 04/29/25
[Expiration Date]

END OF DOCUMENT

Charles Wesley Nasbitt
Notary Public, ID KYNP26660
State at Large, Kentucky
My Commission Expires on April 29, 2025

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Phoenix Fabricators & Erectors, LLC
State of Incorporation: Indiana
Mailing Address: 182 S County Road 900 E, Avon, IN 46123

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Jonathan R. Dixon, P.E.
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

7/18/2023
[Typed Date]

END OF DOCUMENT

Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

Phoenix Fabricators & Erectors, LLC
[Name of Corporation / Contractor]

meeting on this 18th day of July, 2023, that Jonathan R. Dixon,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

19th day of, July, 2023.

Phoenix Fabricators and Erectors, LLC LIMITED LIABILITY COMPANY SEAL INDIANA 1986

[Seal]

Secretary/Assistant Secretary

Charles Wes Nasbitt

END OF DOCUMENT

PHOENIX
FABRICATORS AND ERECTORS, LLC.
182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

STATE OF INDIANA }
}
COUNTY OF HENDRICKS }

RESOLUTION

I, Dallas Green, CEO and President of Phoenix Fabricators and Erectors, LLC., herby certifies that the following Resolution was adopted on the 5th day of December 2022, meeting of the Board of Directors at which a quorum was present and voted and that said Resolution remains in full force and effect, to wit:

RESOLVED, that the following officers and employees of Phoenix Fabricators and Erectors, LLC., are hereby authorized in the name of this Corporation to sign bids, proposals, execute contracts and bonds in conjunction with the performance of water and sewer construction projects.

Chief Executive Officer / President	Dallas Green
Chief Operating Officer & Executive Vice President / Secretary	Kurt T. Fuller, P.E.
Vice-President Sales	Jonathan R. Dixon, P.E.
Assistant Secretary	Wes Nasbitt

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Corporation on this 5th day of December 2022.

Dallas Green, Chief Executive Officer / President

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

(317) 271-7002 • FAX (317) 273-1154
FABRICATION, ERECTION, RAISING AND PAINTING OF STEEL ELEVATED WATER STORAGE TANKS

CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)

_____
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

Phoenix Fabricators & Erectors, LLC, meeting
name of corporation

on the day of July 18, 2023, that Jonathan R. Dixon, _____,

_____, and _____, be, and hereby is,

authorized to act on behalf of Phoenix Fabriactors & Erectors, LLC, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 19th day of July, 2023

_____
Secretary

(seal)

Phoenix Fabricators and Erectors, LLC
LIMITED LIABILITY COMPANY
SEAL
INDIANA
1986

Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF ~~TEXAS~~ INDIANA

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HENDRICKS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jonathan R. Dixon [Affiant], Affiant,

who being by me duly sworn on his oath stated that he is V.P. Sales [Title], of

the Phoenix Fabricators & Erectors, LLC [Contractor], Contractor, that he is authorized to represent Contractor

pursuant to provisions of a resolution adopted on this 18th day of July, 20 23. A duly certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the City of Edinburg that Contractor will construct the Project in accordance with sound construction practice and all laws of the State of Texas.

Jonathan R. Dixon
[Affiant]

SWORN AND SUBSCRIBED before me on this 19th day of July, 2023.

Notary Public in and for the State of ~~TEXAS~~ Kentucky

Charles Wes Nasbitt
[Print or Type Notary Public Name]

[Seal]

My Commission Expires: 04/28/25
[Expiration Date]

END OF DOCUMENT

Charles Wesley Nasbitt
Notary Public, ID KYNP28660
State at Large, Kentucky
My Commission Expires on April 29, 2025

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

PHOENIX FABRICATORS & ERECTORS, LLC
[Typed Name of Company:]

JONATHAN R. DIXON, P.E., VP Sales
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

7/18/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PHOENIX FABRICATORS & ERECTORS, LLC

Reference Company Name: (See attached Positive Reference Letters)

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

(See attached Positive Reference Letters)
Signature:

Printed Name:

Date:

Email:

Phone:

HUSMAN ENVIRONMENTAL + CONSTRUCTION
AN SDVOSB COMPANY

engineering + construction + planning + management

March 10, 2021

Matt Harris, Project Manager
Phoenix Fabricators & Erectors, LLC
182 South County Road 900E
Avon Indiana 46123

RE: Project No. 586-18-118
Water Tank Replacement

Dear Mr. Harris,

With the recent completion of the steel structure of the tank on the above referenced project, I wanted to take this opportunity to commend the crew that performed this segment of the work. Their professionalism and cooperative attitude throughout the work allowed for the successful completion of the work while closely coordinating with other subcontractors to efficiently perform their work as well. Any and all questions or concerns were promptly handled by the crew. Mr. Oro's crew was outstanding in all areas of the work including quality control and safety.

The crew represented Phoenix Fabricators & Erectors, LLC and Husman Environmental & Construction, LLC in a very positive manner that was noticed by all parties, including the customer. With the inherent difficulties that always go along with any construction project, we were very pleased to work with a crew that strived daily to make the job as problem free as possible while still maintaining the highest standards of quality and safety.

We look forward to many future opportunities to continue our work together.

Sincerely,

Nathaniel A. Husman
President & CEO

2660 Ridgewood Road, Suite #100 + Jackson, MS 39216 + 601-487-5670

THE BATON ROUGE WATER COMPANY
Post Office Box 96016
Baton Rouge, Louisiana 70896-9016
(225) 928-1000

January 8, 2021

Kurt Fuller, Chief Operating Officer
Phoenix Fabricators & Erectors, LLC
182 South County Road 900 East
Avon, IN 46123



Dear Mr. Fuller,

It is my honor to write to thank you and your team for having built our newest water tower: a beautiful, perfectly functional one million-gallon spheroidal water tank in the City of Central, Louisiana. It has been a pleasure working with each of your employees as they designed, fabricated, erected and coated what is the first elevated tank we have commissioned in nearly forty years!

Phoenix's perseverance and professionalism through the myriad of challenges we faced together got this large tank built and in-service on time and on budget. We very much appreciate the open communication enjoyed between our team and your management and crewmembers, and we especially appreciated the hard work your crews put in to build this superb structure.

I would be remiss if I did not specifically thank Jeremy Binkley for his efforts managing the project and Nate Detweiler for his expertise and labor in getting this tank off the trailers and into the air. When we build our next tank, you can expect us to ask, by name, to work Jeremy and Nate.

We would absolutely recommend your services to any customer interested in building a new elevated tank and look forward to working with Phoenix on a project we are contemplating in 2021!

Please feel free contact me personally, or to share my contact information with prospective clients, if I can assist you, or them, in any way.

Again, thank you.

Sincerely,

Patrick J. Kerr
President and CEO

CITY OF SUGAR LAND
Engineering

November 16, 2015

Mr. Jonathan Dixon
Phoenix Fabricators

RE: 2 MG Elevated Water Storage Tank for City of Sugar Land, Texas

To whom it may concern:

Phoenix Fabricators successfully constructed and completed a 2 MG composite elevated storage tank for the City of Sugar Land in 2012/13. Through the design process the City worked with our consultant to identify the top constructors of composite tanks in the industry. Phoenix was included as an acceptable bidder after reviewing their qualifications and past project experience. Through this process the City felt that Phoenix had the qualifications to construct our tank.

Throughout the construction process we were impressed with the schedule of the work and they were very systematic in their delivery. The construction of the pedestal and the bowl were done with the highest quality and the finished product proves it. The pedestal was one of our biggest concerns due to the visibility of our tank along US 59 and the forming system and approach taken by Phoenix proved well for our project.

The City takes pride in delivering top notch projects for our citizens and the approach taken by Phoenix Fabricators and Erectors came through on this signature landmark for the City of Sugar Land.

Respectfully,

Christopher Steubing, PE, CFM
City Engineer

P.O. BOX 110 2700 TOWN CENTER BLVD. N. SUGAR LAND, TX 77487-0110 PH: (281) 275-2218 FX: (281) 275-2771

ATTACHMENT VII

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for the BUSINESS 281 ONE (1) MILLION GALLON ELEVATED STORAGE TANK 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
Interest Statement	X
Company submitting proposal for the Elevated Storage Tank Qualification General Questionnaire	X
*Project Requirements Acknowledgment	X
Litigation Disclosure	X
Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	X
*Insurance Requirement Acknowledgment	X
Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Vendor Questionnaire)	X
Submittal Checklist	X
*House Bill 89 Verification	X
*Formal Proposal for the One Million Gallon Elevated Storage Tank	X
1 Original* and 2 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**

DALLAS GREEN

PHONE: 01-414-238-4894 | EMAIL: Dallas.Green@PhoenixTank.com

EXPERIENCE

Phoenix Fabricators & Erectors, LLC – Avon, IN **02/21 – Current**
Chief Executive Officer & President
A private equity owned company based in Avon, IN that is one of the United States' leading turnkey construction companies in elevated water towers and storage containers.

Alimak Group – Webster, TX **07/12 – 01/21**
Global Operations Manager **04/18 – 01/21**
Alimak Group is a publicly listed company on the Swedish stock exchange with over $450mil in revenues specializing in providing vertical access solutions such as material and personnel hoists, elevators, and building maintenance units for professional use.

Drive the group operations for 10 global manufacturing plants located in China, Spain, Denmark, Sweden, Brazil, United States, and Germany. Responsibility for all aspects of manufacturing including supply chain management, quality, environmental, operational excellence, and work safety. Implement and optimize group KPI's, processes, procedures, and tools for the whole value chain. Execute operational improvement projects that are of strategic importance to group.

Avanti Wind Systems (Acquired by Alimak Group)
Chief Operating Officer – New Berlin, WI **01/14 – 03/18**
A private equity owned company based in Hillerod, Denmark that was the global leader in providing proprietary and standard products to the wind industry such as elevators, ladders, aluminum and steel fabrications, and electrical and mechanical components.

Provided leadership for operations of a $120mil business area that had 6 plants in 5 countries, with over 500 employees. Responsibility for the P&L, Lean Six Sigma implementation, ERP systems management, quality (ISO 9001,14001), safety (OHSAS 18001), production, fabrication, sourcing, logistics, customer service, estimating, inventory, and warehousing. Plants fabricate custom and standard aluminum and steel products and assemble and distribute electrical and mechanical equipment.

Avanti Wind Systems, Inc
Plant Manager United States – New Berlin, WI **07/12 – 12/13**
United States plant for the global provider of proprietary and standard products to the wind industry such as elevators, ladders, aluminum and steel fabrications, and electrical and mechanical components.

Headed the operations for the $25mil United States business unit. Managed the P&L, quality, safety, production, fabrication, sourcing, logistics, customer service, estimating, and inventory for the plant's fabrication of heavy and light aluminum and steel products, assembling and distributing electrical and mechanical equipment for delivery within the United States.

DALLAS GREEN

PHONE: 01-414-238-4894 | EMAIL: Dallas.Green@PhoenixTank.com

Novum Structures LLC – Menomonee Falls, WI **06/07 – 06/12**
Lead Project Manager
World Class leader in providing innovative heavy glass, membrane, and steel structures around the world with approximately $100mil in revenue during 2011.

Led over $30mil in projects for the international, design-build construction company, specializing in the company's small to medium size projects between the Caribbean, Middle East, and throughout the United States. P&L responsibility for the group directing resources for structural engineering, procurement, fabrication, logistics, and installation.

Coello & Associates - Waukesha, WI **08/04 – 05/07**
Project Manager & Estimator
Local residential and commercial concrete and steel contractor specializing in foundations and flatwork for homes, apartments, and commercial structures.

Sold, estimated, and managed concrete and steel scope of work for residential and commercial projects.

United States Marine Corps **06/99 – 08/03**
Sergeant, E5 – Infantry
- *Received 2 Meritorious Promotions and Honorable Discharge*
- *Heavy Machine Gunner* for mechanized anti-armor infantry unit and one of only a few hundred Certified Combat Motorcyclists in the USMC

EDUCATION

Master of Business Administration - University of Wisconsin Whitewater
Graduated 2009

Bachelor of Arts in Accounting & Business Administration - Lakeland College
Graduated 2007
Graduated Summa Cum Laude

Kurt T. Fuller, P.E.

Office: 317-737-2941 *kurt.fuller@phoenixtank.com* Mobile: 317-504-9248

Professional **Licensed Professional Engineer** **June 2009**

- Current P.E. license in the following states:
  AL, AZ, AR, DE, GA, IN, IA, LA, MS, MO, MT, NM, NC, OH, PA, RI, TN, TX, WV, WY

Education **University of Illinois Urbana-Champaign, Urbana, IL** **September 2001 – May 2004**

- Bachelor of Science degree in Civil Engineering with a primary emphasis in Structural Engineering and a secondary emphasis in Construction Management.

Experience **Phoenix Fabricators & Erectors, LLC, Avon, IN** **July 2006 – Present**

V.P. Engineering/Operations

- Responsible for all design related aspects of elevated water tanks and ground storage water tanks under new construction.
- Design Engineer for all tank modification projects (raising, lowering, and structural rehabilitation) of both tanks and foundations.
- Responsible for construction administration throughout project life-cycle.
- Complete design calculations using both hand calculations, custom-written software, and finite element software.
- Design various foundation types to support tanks utilizing both hand calculations and computer software. Foundation types consist of: spread footings, drilled piers, driven piles, auger-cast piles, mats, geopiers, and grade beams.
- Fluent knowledge of the following design codes: AWWA D100, ACI 318, AISC 325 AISC 327, AWS D1.1, IBC, ASCE 7.
- Complete bid designs, quantity take-offs, and cost estimates for competitively bid projects.
- Lead weekly production meeting amongst all departments: sales, accounting, engineering, purchasing, fabrication, foundation, erection, painting, and project management. Responsible for scheduling and coordinating engineering department workload (engineers and draftsmen) based upon weekly production meeting.
- Responsible for ensuring that construction documents reflect design calculations and perform QA/QC reviews for all atypical projects.
- Responsible for overseeing and maintaining CNC gantry-type plasma/oxy-fuel cutting machine. Coordinate with shop foreman on weekly fabrication schedule and ensure that part layouts are available for CNC machine when required.
- Continually work to further knowledge and maintain continuing education requirements.
- Staying abreast of the latest technology and code changes.

Notable Projects

- Engineer of Record on project to raise a 500,000 gallon single pedestal tank 48'-6" utilizing two cranes (one mobile hydraulic and one lattice boom) to suspend the container while a third crane (mobile hydraulic) placed the new stem sections.
- Engineer of Record on project to raise a 2,000,000 gallon single pedestal tank 11'-0" utilizing 15 – 50 ton hydraulic jacks. The tank diameter was 93'-0" and the jacks were placed on an 18'-0" diameter within the stem of the tank. Three new stem sections were hoisted into place with a mobile hydraulic crane.
- Engineer of Record on project to raise two 2,000,000 gallon ground storage tanks 12'-0", increasing the capacity of the system by 33%. The 120'-0" diameter tanks were raised utilizing a hydraulic jacking system.
- Engineer of Record on project to replace a conical roof on a 1,000,000 gallon ground storage tank with a self supporting domed roof. Domed roof was constructed adjacent to the existing tank and hoisted in to place with a mobile hydraulic crane.

Skills **Computer Software**

- Proficient with Microsoft Office, AutoCad, Matlab, Mathcad and ProNest.
- Experience with Staad Pro and SAP 2000.

Membership **American Water Works Association**

- Steel and Composite Water Storage Tank Committee – Voting Member
- Welded Carbon Steel Elevated Tanks Subcommittee - Member

Profile

Jonathan is a Professional Engineer with over eighteen years sales experience in addition to mechanical and structural engineering. He is extremely knowledgeable of computer and technologically advanced programs and is known for his strong mathematical and communication skills.

Professional Experience

Phoenix Fabricators and Erectors, LLC, Sebree, KY (07/2001-present)
Vice President - Sales

- Responsible for all corporate sales while estimating over $200,000,000 in sales per year, and design engineering of water storage tanks.
- Development/maintain relationships with owners and engineers for current and future projects.

T&G Industrial Equipment, Morganfield, KY (07/2000-07/2001
Project Manager

- Responsible for designing industrial equipment and structural apparatuses; mechanical calculations relating to heat transfer, fluid mechanics, and thermodynamics; quoting jobs; and constructing drawings in AutoCAD.

Weddle Brothers Construction Co., Inc., Evansville, IN (05/1998-08/1998)
Intern (while attending Murray State University)

- Worked as a Project Engineer at several job sites. Responsible for designing structural components, organizing GANT charts, recording meeting minutes and purchasing supplies.

Education

Murray State University, Murray State, KY – BS in Engineering, 2000

Certifications, Memberships and Training

- Professional Engineer licensed in CO, GA, FL, IN, KS, KY, MA, MD, MI, MN, MS, NC, ND, NE, NJ, NY, OH, OK, SC, SD, TX, VA, WI List them out
- Certified Contractor licenses in AZ, CA, FL, ID, LA, MS, SC, UT
- Member of American Water Works Association
- Member of American Society of Civil Engineers

J. Paul Oliver, COSS

Office: 317.271.7002 *Paul.oliver@phoenixtank.com* *Mobile; 317-753-9439*

Professional Certified Occupational Safety Specialist 2012

Experience Phoenix Fabricators & Erectors, LLC, Avon, IN Aug. 2020 - Present

V.P. Health, Safety & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

CB&I, The Woodlands, TX. 2006 – 2018

Sr. V.P. Health, Safety & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of Global HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

ABB Lummus Global, Inc. Houston, TX. 1997 – 2006
Global Director Health, Safety, Security & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of Global HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

Rust Constructors, Inc. Birmingham, AL 1990 – 1997
(A Raytheon Engineers & Constructors Company)

Corporate Manager Health, Safety, Security & Environmental

- Responsible for developing and implementing a proactive HSE management system to include the tools, systems, policies and procedure and training to enhance overall HSE performance.
- Responsibilities include management of HSE staff, identification of areas for improvement, and development and implementation of processes and procedures to eliminate risks.

Beacon Constructors, Inc. Houston, TX. 1986 – 1990
(A Bechtel Company)

Senior Safety Manager

- Responsibilities include leading, developing and implementing proactive safety programs and approaches for direct hire construction work.

Brown & Root, Inc. Houston, TX. 1973 – 1986

Senior Safety Manager

- Responsibilities include leading, developing and implementing proactive safety programs and approaches for direct hire construction work.

Skills Computer Skills

- Proficient with Microsoft Office

Membership STI/SPFA – Safety Consultant

Courtney McLaughlin

182 South County Road 900 E, Avon IN 46123
PHONE: 317-271-1002 | EMAIL: courtney.mclaughlin@phoenixtank.com

SKILLS & EXPERIENCES

Multi-site project management, Manage subcontractors on industrial tank projects, up to 5MM gallon tanks, Analyze drawings & technical specifications, CPM Scheduling

EXPERTISE

- **Project Management**
- **Tank Inspection**
- **Contract Management**
- **Industrial Coatings Inspection and technical knowledge**
- **Analyze Elevated Water Tank Specifications**
- **Detailed knowledge of AWWA D107**

EDUCATION

Bachelor of Science in Environmental Science & Geology
Youngstown State University
Graduated 2015

CERTIFICATIONS

- **NACE CIP 1**
- **NACE CIP 2**
- **OSHA 40 HAZWOPER**
- **OSHA 30**

EXPERIENCE

Phoenix Fabricators & Erectors, LLC – Avon, IN
Project Manager **2022 – Current**
Phoenix Fabricators & Erectors, LLC is a turn-key general contractor that focuses on construction projects that involve industrial tanks, with a primary focus on elevated water tank projects ranging in size from 5,000 gallons to over 3,000,000 gallons.

Managing projects from the ground up for construction projects involving elevated water storage tanks that range in size from 500,000 gallons to over 2,000,000 gallons with project values from $1MM to $10MM.

- **Specialty Project Management -** Primary focus is on large, composite elevated tank projects, with the flexibility of managing projects of all sizes and styles.
- **Multi-Site Project Management** – Lead project manager for multiple projects simultaneously across the United States, with a focus on elevated water storage tank projects.
- **Contract Management** – Review and manage all customer and subcontractor contracts for each project.
- **Scheduling** – Develop and manage schedules for all ongoing projects to ensure projects are completed on time.
- **Budget Management** – Analyze and review all project budgets and billing to ensure projects stay on budget and are billed on schedule.
- **Contractor Coordination** – Coordinate all subcontractors on site to ensure subcontractors meet project requirements.
- **Drawing & Specification Review** – Work with the client and Phoenix engineers to ensure all drawings meet the project contract requirements.

Courtney McLaughlin

182 South County Road 900 E, Avon IN 46123
PHONE: 317-271-1002 | EMAIL: courtney.mclaughlin@phoenixtank.com

Dixon Engineering, Inc – Medina, OH
Inspector **2016 – 2022**

Provides engineering and inspection services for the coating industry throughout the United States. They perform services on tanks of all shapes and sizes in industries such as oil and gas, wastewater treatment, and potable water.

Managed multiple projects concurrently, working with contractors, government and private owners, engineers, and testing facilities to ensure projects are completed on time, within budget, and in compliance with the project drawings and specifications.

- Lead Inspector for projects ranging from several hundred thousand to several million dollars in value and scope.
- Developed daily progress reports and work summaries for all projects.
- Performed inspections utilizing the required instruments and testing equipment to ensure all aspects of the work conformed to the contract documents.
- Led projects on military bases working with the USACE in addition to projects for large private and public companies.
- Coordinated the work schedules, for contractors, owners, laboratories, and inspectors to ensure projects stayed on schedule.

Justice – Niles, OH
Assistant Manager **2011 – 2016**

International retail company focusing on the sale of clothing, cosmetics, and accessories with locations throughout the United States.

Responsible for profit and loss management of the physical locations I was assigned.

- Led a team of workers to perform daily operations, ensuring all areas of the business were covered at all times.
- Resolved customer service issues, provided daily payroll projections, and scheduled employees to ensure all work shifts were covered.

HUSMAN ENVIRONMENTAL + CONSTRUCTION
AN SDVOSB COMPANY

engineering + construction + planning + management

March 10, 2021

Matt Harris, Project Manager
Phoenix Fabricators & Erectors, LLC
182 South County Road 900E
Avon Indiana 46123

RE: Project No. 586-18-118
Water Tank Replacement

Dear Mr. Harris,

With the recent completion of the steel structure of the tank on the above referenced project, I wanted to take this opportunity to commend the crew that performed this segment of the work. Their professionalism and cooperative attitude throughout the work allowed for the successful completion of the work while closely coordinating with other subcontractors to efficiently perform their work as well. Any and all questions or concerns were promptly handled by the crew. Mr. Oro's crew was outstanding in all areas of the work including quality control and safety.

The crew represented Phoenix Fabricators & Erectors, LLC and Husman Environmental & Construction, LLC in a very positive manner that was noticed by all parties, including the customer. With the inherent difficulties that always go along with any construction project, we were very pleased to work with a crew that strived daily to make the job as problem free as possible while still maintaining the highest standards of quality and safety.

We look forward to many future opportunities to continue our work together.

Sincerely,

Nathaniel A. Husman
President & CEO

2660 Ridgewood Road, Suite #100 + Jackson, MS 39216 + 601-487-5670

THE BATON ROUGE WATER COMPANY
Post Office Box 96016
Baton Rouge, Louisiana 70896-9016
(225) 928-1000

January 8, 2021

Kurt Fuller, Chief Operating Officer
Phoenix Fabricators & Erectors, LLC
182 South County Road 900 East
Avon, IN 46123



Dear Mr. Fuller,

It is my honor to write to thank you and your team for having built our newest water tower: a beautiful, perfectly functional one million-gallon spheroidal water tank in the City of Central, Louisiana. It has been a pleasure working with each of your employees as they designed, fabricated, erected and coated what is the first elevated tank we have commissioned in nearly forty years!

Phoenix's perseverance and professionalism through the myriad of challenges we faced together got this large tank built and in-service on time and on budget. We very much appreciate the open communication enjoyed between our team and your management and crewmembers, and we especially appreciated the hard work your crews put in to build this superb structure.

I would be remiss if I did not specifically thank Jeremy Binkley for his efforts managing the project and Nate Detweiler for his expertise and labor in getting this tank off the trailers and into the air. When we build our next tank, you can expect us to ask, by name, to work Jeremy and Nate.

We would absolutely recommend your services to any customer interested in building a new elevated tank and look forward to working with Phoenix on a project we are contemplating in 2021!

Please feel free contact me personally, or to share my contact information with prospective clients, if I can assist you, or them, in any way.

Again, thank you.

Sincerely,

Patrick J. Kerr
President and CEO

CITY OF SUGAR LAND
Engineering

November 16, 2015

Mr. Jonathan Dixon
Phoenix Fabricators

RE: 2 MG Elevated Water Storage Tank for City of Sugar Land, Texas

To whom it may concern:

Phoenix Fabricators successfully constructed and completed a 2 MG composite elevated storage tank for the City of Sugar Land in 2012/13. Through the design process the City worked with our consultant to identify the top constructors of composite tanks in the industry. Phoenix was included as an acceptable bidder after reviewing their qualifications and past project experience. Through this process the City felt that Phoenix had the qualifications to construct our tank.

Throughout the construction process we were impressed with the schedule of the work and they were very systematic in their delivery. The construction of the pedestal and the bowl were done with the highest quality and the finished product proves it. The pedestal was one of our biggest concerns due to the visibility of our tank along US 59 and the forming system and approach taken by Phoenix proved well for our project.

The City takes pride in delivering top notch projects for our citizens and the approach taken by Phoenix Fabricators and Erectors came through on this signature landmark for the City of Sugar Land.

Respectfully,

Christopher Steubing, PE, CFM
City Engineer

P.O. BOX 110 2700 TOWN CENTER BLVD. N. SUGAR LAND, TX 77487-0110 PH: (281) 275-2218 FX: (281) 275-2771

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   __X__ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: **GR7SFM4J36M5**

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 7/18/2023

Company/Vendor Name: Phoenix Fabricators & Erectors, LLC

Printed Name and Title: Jonathan R. Dixon | V.P Sales

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: PHOENIX FABRICATORS & ERECTORS, LLC

Address and Zip Code: 182 S. County Road 900 E

Avon, IN 46123

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Jonathan R. Dixon, P.E.

(Name and Title of Signer – please type)

Signature

7/18/2023

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Phoenix Fabricators & Erectors PROJECT #: 2023-008

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

Phoenix Fabricators & Erectors, LLC
182 S County Road 900 E
Avon, IN 46123

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   X Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   X Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   X Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes X No

Jonathan R. Dixon | V.P. Sales

NAME AND TITLE OF SIGNER (Please type):

Jonathan R. Dixon 7/18/2023

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Jonathan R. Dixon

Name of Contractor's Authorized Official: Jonathan R. Dixon, P.E.

Title of Contractor's Authorized Official: V.P. Sales

Date: 7/18/2023

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Jonathan R. Dixon, P.E.	V.P. Sales
NAME	TITLE
Jonathan R. Dixon	7/18/2023
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Jonathan R. Dixon, being the first duly sworn, deposes and says that:

1. He/she is V.P. Sales (Owner, partner, etc.) of Phoenix Fabricators & Erectors, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Jonathan R. Dixon Date: 7/18/2023

Jonathan R. Dixon

Title: V.P. Sales Notary: Charles Wes Nasbitt

Charles Wes Nasbitt

(Apply Notary Seal)

(Print or type names under all signatures)

Charles Wesley Nasbitt
Notary Public, ID KYNP28880
State at Large, Kentucky
My Commission Expires on April 29, 2026

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

Friday, August 18, 2023

City of Edinburg
Att: Criselda Lozano, Purchasing Manager
415 W. University Drive
Edinburg, Texas 78539

Re: Business 281 One Million Gallon Composite Elevated Storage Tank
RFP No. 2023-008

Dear Ms. Lozano:

As you are aware, proposals were received for the above referenced project on July 20, 2023. Based upon qualifications, demonstrated experience, and their low bid in the amount of $5,037,000.00, Melden and Hunt, Inc. recommends awarding the project to Landmark Structures of Fort Worth, Texas.

Respectfully Submitted,

Allan F. Booe, P.E.

cc Mr. Gerardo Carmona Jr., P.E.

THE CITY OF Edinburg

RFP 2023-008 - Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank
Score Summary

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score
Caldwell Tanks, Inc.	79.67	83.67	86.67	94.67	90.67	87.07
CB&I	85	77	63	85	83	78.6
Landmark Structures I, L.P.	100	100	99	100	97	99.2
Phoenix Fabricators and Erectors, LL	83.33	87.33	87.33	93.33	87.33	87.73

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and **Landmark Structures I, L.P.** "Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The project will provide for the construction of the Business 281 One Million Gallon Composite Elevated Storage Tank.**

1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner upon receiving a Notice to Proceed.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is generally described as follows: **Business 281 One Million Gallon Composite Elevated Storage Tank.**

ENGINEER

3.01 The Owner has retained **(Melden and Hunt, Inc.)** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion – _____**
2. Milestone 2 **Final Completion - _____**

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			**Cost Per Day**
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**800.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services

needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. The CONTRACTOR shall provide prices for each item listed in the bid schedule. The Bidder agrees to accept as full payment for each item the Lump Sum Price proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities. Each price indicated shall cover all costs and charges, including, without limitation, the cost of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit, and taxes.

BID SCHEDULE

1.	Construct a 1,000,000 gallon composite style elevated water storage tower	Lump Sum	$3,987,000.00
2.	Construct all of the site improvements including the yard piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	Lump Sum	$ 450,000.00
3.	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along west of Bus. 281 from the city's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	Lump Sum	$ 300,000.00
4.	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect elevated storage tank to the 16" water line installed under item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	Lump Sum	$ 50,000.00
5.	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	Lump Sum	$ 215,000.00
6.	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of $10,000.	Lump Sum	$ 10,000.00

7.	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	Lump Sum	$25,000

TOTAL BID PRICE

$ 5,037,000.00
In Figures

Five Million Thirty-Seven Thousand Dollars

In Words

B. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage); and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of zero (**0**) percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: **Business 281 One Million Gallon Composite Elevated Storage Tank**.
7. Addendum X
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.
   e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site

conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

Attachments: Exhibit A – Civil Rights Provisions

Exhibit B – Appendix II to 2 CFR Part 200

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

   As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract o

EXHIBIT B

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33

U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, **20**_____(which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg	
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
	*(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Edinburg	
415 W. University Drive	
Edinburg, TX 78539	
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W. University Dr.	
Edinburg, TX 78539	
Phone: _____	Phone: _____
Email: _____	Email: _____
Approve as to form _____	License No.: _____
By: _____	*(where applicable)*
Name/Title: _____	State: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
AWARDING OF BIDS
Agenda Item No: 11.G.

1. **Agenda Item:**
Consider Awarding RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels for their Fuel and Equipment Unit Prices as Listed for a Term of Three (3) Years, with an Option to Renew Three (3) Additional Years and Authorize the City Manager to Execute Any Documents Related Thereto.

2. **Description:**
The South Texas International Airport at Edinburg is owned by City of Edinburg, and operated and maintained by its Department of Aviation. The Department of Aviation performs as the airport's only fixed base operator.

The City has been an aviation fuel branded dealer for the past fifteen (15) years. In addition to quality and professionalism, support programs such as line service technician training, safety, and advertising have greatly enhanced our level of service and provided for increased customer base.

The City of Edinburg issued RFP 2023-014 to attract as many aviation industry suppliers as possible to submit their proposals for Aviation Fuel Supplier and Support to include a start-up plan, credit card processing program, two (2) re-fuelers leasing program, comprehensive insurance program, national sales promotion & advertising program, administrative & technical expertise including mechanical, administrative support, account management, employee uniforms program, recurring inspections, functional line of credit, loyalty & contract programs, primary & alternate supply points from which delivery of aviation grade fuels Avgas 100LL and Jet-A with additive, professional line service training programs.

On August 01, 2023 Requests for Proposals (RFP) were opened for RFP No. 2023-014, Aviation Fuel Supplier and Support. Four (4) RFP were received and opened. After Review and tabulation staff recommends awarding RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels. The City of Edinburg has verified no monies are owed to the City by Titan Aviation Fuels and that they are not on the Federal Excluded Parties List System. This lease agreement will be a three (3) year term with an option to renew for and three (3) additional years.

Below is the list of vendors who responded to the RFP:

Titan Aviation Fuels

Ascent Aviation Group, Inc.

Associated Energy Group, LLC

Avfuel Corporation

Aviation Department staff evaluated the proposals based on the following criteria:
• Quality of Operation / Support Services

- Professional Experience
- Fuel Price
- Financial Capability
- Re-Fueler Lease Program

Funding in the amount of $1,152,400.00 is budgeted in the 2023-2024 General Fund Operating Budget.

Securing a contract for Aviation Fuel Supplier and Support primarily will bring within statute compliance the City's method of purchasing and paying for the bulk deliveries of aviation fuels.

3. Staff's Recommendation:

Approve RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels for their Fuel and Equipment Unit Prices as Listed for a Term of Three (3) Years, with an Option to Renew Three (3) Additional Years and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by: **Prepared by:**

Attachments:

None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ECONOMIC DEVELOPMENT
Agenda Item No: 12.A.

1. **Agenda Item:**
Discuss and Consider Approval of the Edinburg Economic Development Corporation's Renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024. (The Edinburg EDC Approved this Item by a Vote of 6-1 on September 26, 2023). [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**
UTRGV's Data and Information Systems Center has been under contract with the Edinburg Economic Development Corporation (EEDC) for the last several years to provide technical assistance with data analysis, economic impact studies, community analysis, market research, and related information needs.

This proposed renewal of the technical assistance agreement is for $15,000, which provides the EEDC with 30 hours of assistance per quarter. Additional hours are billed separately at $125 per hour.

October 1, 2023 to September 30, 2024

UTRGV has continued to consistently demonstrate value in performing research tasks for the EEDC. It is a valued partnership, and their work is high-quality. Staff has budgeted for this amount in the FY 2023-2024 budget. The Edinburg EDC Board of Directors approved this item on September 26, 2023.

3. **Staff's Recommendation:**
Approve the Edinburg Economic Development Corporation's Renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024.

Reviewed by:

Prepared by:
Raudel Garza
Edinburg EDC Executive Director

Attachments:
A. UTRGV Technical Assistance Contract for FY 2024

CONTRACT FOR TECHNICAL ASSISTANCE

THIS AGREEMENT, entered into this ___ day of October 2023 by and between the Edinburg Economic Development Corporation, a non-profit Development Corporation (hereinafter the "EEDC" or "Contractor") created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq., as amended (hereinafter the "Act") and The University of Texas Rio Grande Valley, Department of Economic Development (hereinafter referred to as the "University").

WITNESSETH:

WHEREAS, the EEDC is interested in providing for the continued development of the community of Edinburg; and

WHEREAS, the University desires to involve the institution in the community by providing services and expertise to the community-at-large; and

WHEREAS, the EEDC desires to engage the University to provide technical assistance services in connection with economic development and information technology; and

WHEREAS, the University has personnel and experience to provide the technical assistance in accordance with the terms of this contract;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION I
SCOPE OF SERVICES

TECHNICAL ASSISTANCE (30 hours a quarter to be provided by University staff; hours above the 30 hours a quarter will be billed separately at $125 an hour; University staff will ask the EEDC in writing for approval for hours over 30 hours a quarter, prior to commencing work).

1. Assist the EEDC with economic impact analysis; fiscal impact analysis; site location/ring analysis; community analysis; demographic, housing, income, expenditure, and business data and reports; market research; business and resident surveys; web-based dashboards; and economic data through the University's Data and Information Systems Center.

SECTION II
PAYMENTS

The EEDC agrees to pay the University the sum of Fifteen Thousand Dollars ($15,000) for the services to be rendered under this contract in quarterly installments to be invoiced at $3,750 each quarter for the term of this contract.

SECTION III
TERM

This agreement will commence on October 1, 2023, and continue through September 30, 2024.

SECTION IV
TERMINATION

The EEDC and the University shall have the right to terminate this agreement. Any notice of termination must be in writing and sent by certified mail not less than thirty (30) days prior to the effective date of such termination. Upon termination the University shall be paid for all services rendered to date on the same basis as above provided. However, termination of this agreement by either party not at fault because of breach of the agreement by the other party shall be effective upon mailing of the notice of termination.

SECTION V
SUCCESSORS AND ASSIGNS

The EEDC and the University each bind themselves and their successors and assigns with respect to all agreements herein. Neither the EEDC nor the University shall assign or transfer their interest in this Agreement without the prior written consent of the other.

SECTION VI
BREACH OF CONTRACT CLAIMS

To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and EEDC to attempt to resolve any claim for breach of contract made by EEDC that cannot be resolved in the ordinary course of business. The chief business officer of University will examine EEDC's claim and any counterclaim and negotiate with EEDC in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University’s or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

SECTION VII

GENERAL TERMS

A. Assignment. The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Successor and Assigns. This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between EEDC and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and EEDC.

D. Invalidity. 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 this Agreement shall remain in full force and effect and shall in no way by affected, impaired, or invalidated.

E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

F. Venue; Governing Law. Hidalgo County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

G. Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Dr. Thomas Spencer
Associate VP for Research Operations
sponpro@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Dr., EINNV 1.1
Edinburg, TX 78539
Attention: Melissa Garza
Maria Machuca
Research Services Coordinator
melissa.garza1@utrgv.edu;
maria.machuca@utrgv.edu

If to Contractor: Edinburg Economic Development Corporation
3111 W, Freddy Gonzalez Drive
Edinburg, TX 78539
Attention: Raudel Garza
EEDC Executive Director
raudel@edinburgedc.com

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under the Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Phone: (956) 665-3002 | Email: sponpro@utrgv.edu
Attention: Office of Sponsored Programs

H. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

I. Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or

concerning this Agreement shall lie exclusively in a court of competentjurisdiction in Hidalgo County, Texas.

J. Severability. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

K. Counterparts. This Agreement may be executed simultaneously in one or more original, digitally imaged or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

L. Representations and Warranties by EEDC. If EEDC is a corporation or a limited liability company, EEDC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of EEDC has been duly authorized to act for and bind EEDC.

M. Limitations. The parties hereto are aware of the possibility that there are or could be constitutional and statutory limitations on the ability of the University, a state agency, to enter into certain terms and conditions of this Agreement, including, but not limited to, those relating to warranties, limitations of damages, limitations of periods to bring legal action, waivers of remedies, dispute resolution, indemnities, and confidentiality. In any event, all of the provisions of this Agreement shall be enforceable to the full extent authorized by law. Neither the execution of this Agreement by the University nor any other conduct, action or inaction of any representative of the University constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit.

N. Damage or Injury. EEDC shall be solely responsible for any damage or injury to the University's facilities, property (tangible or intangible), or personnel that results from the acts or omissions of EEDC or of EEDC's personnel, agents, or subcontractors.

O. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE UNIVERSITY PROVIDES ALL GOODS, EQUIPMENT, MATERIALS, SERVICES, PERSONNEL, FACILITIES, AND OTHER ITEMS TO EEDC UNDER THIS AGREEMENT "AS IS", WITHOUT WARRANTIES, GUARANTEES, CERTIFICATIONS, OR REPRESENTATIONS OF ANY KIND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(1) THE UNIVERSITY EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL IMPLIED WARRANTIES,

INCLUDING ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE,

(2) THE UNIVERSITY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY EEDC TO THE UNIVERSITY DURING THE IMMEDIATELY PRECEDING CONTIGUOUS TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, AND

(3) THE UNIVERSITY SHALL NOT BE RESPONSIBLE OR LIABLE TO EEDC OR TO ANY PERSON OR ENTITY CLAIMING THROUGH EEDC FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OR ANTICIPATED PROFITS, REVENUES, OR SAVINGS, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Edinburg Economic Development Corporation	The University of Texas Rio Grande Valley
By:_____	By:_____
Raudel Garza	Dr. Thomas Spencer
EEDC Executive Director	Associate VP for Research Operations
Date:_____	Date: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ECONOMIC DEVELOPMENT
Agenda Item No: 12.B.

1. **Agenda Item:**
Discuss and Consider the Fiscal Year 2023-2024 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. (The Edinburg EDC Board Approved this Item by a Vote of 7-0 on September 26, 2023) [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**
The City has determined that providing certain personnel and services to the Edinburg Economic Development Corporation (EEDC) will be mutually beneficial to the City and the EEDC, to promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EEDC.

The EEDC will pay for staffing services provided by the City of Edinburg. The amount for these administrative services is $500,00.00. This amount is based on the City's reasonable estimate for time City employees are anticipated to spend performing services on behalf of the EEDC and the EEDC's use of City facilities and equipment during the term of this Agreement. The City shall submit invoices quarterly to the EEDC and reimbursement shall be due within 30 days.

These services include:
*Accounting and financial services; including but not limited to monthly financial statements acceptable to the Board.
*Human Resources services, including payroll and benefits management;
*Legal services;
*Information technology services; and
*Media and communications services.

The Agreement must be approved annually by the EEDC Board and City Council.

The term of this agreement shall be October 1, 2023 to September 30, 2024.

Funding in the amount of $500,000 is available in the EEDC Budget.

The amount of $500,000.00 is a portion of the EEDC Sales Tax and may be used to pay administrative costs provided by City services to the EEDC.

3. **Staff's Recommendation:**
This item was approved by the EEDC Board of Directors on September 26, 2023 by a vote of 7-0.

Reviewed by:

Prepared by:
Raudel Garza
Edinburg EDC Executive Director

Attachments:

A. COE-EEDC Services Agreement FY 2024

STAFFING SERVICES AGREEMENT
EDINBURG ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF EDINBURG, TEXAS FY 2024

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Edinburg, Texas (the "City") and the Edinburg Economic Development Corporation ("EDC").

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the "Act"), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize certain services and support of City staff in furtherance of its work to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing certain personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. **Services**

The EDC shall utilize City employees to perform the following services for and on behalf of the EDC:

a. Accounting and financial services, including but not limited to monthly financial statements acceptable to the Board;
b. Human Resources services, including payroll and benefits management;
c. Legal services;
d. Information technology services; and
e. Media and communications services.

2. **Responsibility Conflicts**

The City and EDC acknowledge that from time to time conflicts between a city employee's primary responsibilities to the City and requests for services from the EDC may arise. The City and the EDC encourage employees to bring conflicts to the attention of the City Manager, who

shall consult with the EDC Executive Director as necessary to prioritize demands and resolve any conflicts. If such conflicts cannot be resolved through informal discussions, the EDC may provide written notice to the City and provide the City a period to cure of 30 days. If reasonable conflicts continue past this cure period and result in material loss or hardship to the EDC, the EDC may terminate the Services listed above that are the reason for the material loss or hardship and the EDC shall no longer be required to pay for such Services for the remainder of the term.

3. City employees performing services for the EDC are subject to applicable City policies at all times. **Facilities and Equipment**

The City shall provide facilities and equipment for the EDC's use when requested by the EDC. The City Manager shall consult with the EDC Executive Director as necessary to assign and schedule such facilities and equipment.

4. Consideration

Subject to the conflicts provision above, the EDC agrees to pay a sum of $500,000 for services to be performed for FY 2024. This amount is based on the City's reasonable estimate for time City employees are anticipated to spend performing services on behalf of the EDC and the EDC's use of City facilities and equipment during the term of this Agreement. City shall submit invoices quarterly to the EDC and reimbursement shall be due within 30 days.

5. Term

The term of this Agreement shall be October 1, 2023, to September 30, 2024.

6. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Edinburg
Attention: City Manager
415 W. University Drive
Edinburg, Texas 78539

Edinburg Economic Development Corporation
Attention: President, Board of Directors
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall

not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Edinburg, Texas and the Edinburg Economic Development Corporation, as of _____, 2023.

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:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

BY: _____
EEDC Board President

ATTEST:

BY: _____
EEDC Board Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
RESOLUTIONS
Agenda Item No: 13.A.

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit an Application for Bipartisan Infrastructure Investment and Jobs Act FY24 Federal Aviation Administration Airport Terminal Program Grant, and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

2. **Description:**
The Department of Transportation (DoT) Federal Aviation Administration is sponsoring the opportunity for airports to competitively apply for approximately $1 billion in FY24 discretionary funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021, Public Law 117–58. At least 10 percent of the total funding will go to non-hub and non-primary airports, such as South Texas International Airport at Edinburg.

The ATP grants align with DoT's Strategic Framework FY2022–2026. The annual grants are made available to eligible terminal development projects to help address aging infrastructure of our nation's airports. FY24 ATP aligns with priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act (86 FR 64355), which are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

The ATP grant project will accelerate needed improvements to the South Texas International Airport at Edinburg's passenger terminal, including design and construction activities for access and restrooms enhancements per Americans with Disabilities Act standards, safety, security, and general aviation customer amenities.

The City of Edinburg's grant request is approximately $950,000.00 with a 5 percent ($50,000.00) required local match, for a total project cost of approximately $1 million. The City of Edinburg's approximate $50,000 match is available in the Department of Aviation's FY 2023-2024 Operating Budget.

The ATP grant application deadline to FAA is 5:00 p.m. EDT, October 16, 2022. Award notification is anticipated in March 2024.

ATP grant application deadline to FAA is 5:00 p.m. EDT, October 16, 2023. During FY24 City of Edinburg will be notified whether awarded the grant.

The City of Edinburg's match in the amount of $50,000 is available in the Department of Aviation's FY2023-2024 Operating Budget.

Procurements will adhere to Federal guidelines and City policy.

The ATP grant will accelerate needed improvements to the South Texas International Airport at

Edinburg's passenger terminal, including access and restrooms enhancements per Americans with Disabilities Act standards, safety, security, and general aviation customer amenities.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit an Application for Bipartisan Infrastructure Investment and Jobs Act FY24 Federal Aviation Administration Airport Terminal Program Grant, and Execute Documents Related Thereto.

Reviewed by:

Prepared by:
Eddie Velarde
Director of Aviation

Attachments:

A. Resolution
B. FY24 FAA form 5100-144 funding request
C. Federal Register 9-14-2023 - DoT FAA ATP FY24 Funding Opportunity

RESOLUTION NO. _____

STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE FISCAL YEAR 2024 AIRPORT TERMINAL PROGRAM GRANT, AND TO EXECUTE DOCUMENTS RELATED THERETO**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, in the best interest of its residents and general aviation customers, the City of Edinburg intends to submit a grant application to Federal Aviation Administration for the available Fiscal Year 2024 Airport Terminal Program Grant; and

WHEREAS, the grant request is approximately $950,000.00 for needed improvements to the South Texas International Airport at Edinburg's passenger terminal, including design and construction activities for access and restrooms enhancements per Americans with Disabilities Act standards, safety, security, and general aviation customer amenities, and requires a 5 percent local match of approximately $50,000.00 for a total project cost of approximately $1 million; and

WHEREAS, the Airport Terminal Program may grant funds to eligible general aviation aerodromes throughout the nation that need to replace aging infrastructure, improve disabled persons' accessibility in compliance with Americans with Disabilities Act, and improve energy efficiency of their passenger terminals; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, City of Edinburg agrees in the event of loss or misuse of Federal Aviation Administration funds, City of Edinburg assures those funds would be returned to the Federal Aviation Administration in full; and

WHEREAS, City of Edinburg designates its City Manager as Grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of applicant agency City of Edinburg.

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 hereby ratifies the submission and execution of an application to the Federal Aviation Administration for Fiscal Year 2024 Airport Terminal Program Grant Program, and the authorized official is given the power to apply for, accept, reject, alter, terminate and execute all grant documents on behalf of the applicant agency.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid by a court of competent jurisdiction, then in that event it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 3rd day of October 2023.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0806. Public reporting for this collection of information is estimated to be approximately 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain or retain a benefit under the Bipartisan Infrastructure Law (BIL) (P.L. 117-58). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Instructions for FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

This form is provided to assist airports in completing the submission requirements established in the related Notice of Funding Opportunity published in the Federal Register. The FRN requires requests to be signed and submitted via email message. This form lets the FAA process requests more quickly based on uniform information responsive to the FRN. Do not include any Personal Identifiable Information in the open text boxes.

Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and choose the "**Submit by Email**" button. That creates a new email message with the PDF attached. Or, as a backup method, you can manually email the form to: 9-ARP-BILAirports@faa.gov.

Using Digital Signatures: This form allows digital signatures. To access the digital signature field, save this form to your computer and then reopen it with a PDF reader or editor. The signature field often does not display when the form is viewed within a web browser.

General Airport Information

Airport Name

Enter the official airport name.

LOCID

Enter the airport's FAA location identifier code.

Point of Contact's Name

The Point of Contact (POC) must be the Airport Sponsor.

Point of Contact's Title

Enter the Airport POC's Title.

POC's Phone Number and **Extension**

Enter the Airport POC's phone number. The form formats the number when you proceed to the next field.

If there is an extension number, enter it in the next field after the phone number.

POC's Email Address

Enter the Airport POC's email address.

Project Overview

Project Type

Choose the project type (Terminal or Tower).

Multi-Modal Terminal

Choose Yes or No. Choose "Yes" if your project incorporates a connection to another mode of transportation (i.e. Bus or Rail Station).

Current Project Stage

Choose the stage of the project for which you are requesting funding (Planning, Environmental, Design or Construction)

Project Description

In 600 characters less, enter a complete project description.

Target Timeframes

- **Date Project Costs Known**. Enter the month and year that all project costs will be known (e.g. professional services contract, bids or GMP received) (mm/yyyy).
- **Date Grant Fully Executed**. Enter the month, day, and year the sponsor can fully execute the grant offer based on known project costs (mm/dd/yyyy).

- **Construction Start Date**. Enter the construction start date month and year (mm/yyyy).

Project Status

Total (Estimated) Project Cost

Enter most recent cost estimate for the entire project, in whole dollars.

Amount of Funding Requested

Enter amount of funding requested under this program, in whole dollars.

Match Available

Does the Sponsor have matching funds? Choose Yes or No.

Delivery Method

Choose the delivery method (Design/Bid, Design/Build, CM at Risk, Other). If “Other,” state the proposed delivery method in the next field.

Bid or Guaranteed Maximum Price (**GMP**)

Choose whether or not project has been publicly bid. If “No,” provide an estimated bid date in the next field.

Phased Project

Choose whether or not the project will be completed over multiple phases. If “Yes,” list phase number covered by this application and total number of phases in the next field.

Do you have a comprehensive financial plan?

Choose Yes or No to indicate if a funding plan for the entire project is currently available for FAA review, if requested.

Is the project on an approved Airport Layout Plan (ALP)?

Choose Yes or No. If “Yes,” enter the approval date in the next field.

Is environmental determination complete?

Choose Yes or No. If “Yes,” enter the approval date in the next field.

Is airspace approval complete?

Choose Yes, No, or N/A (not applicable). If “Yes,” enter the airspace case number in the next field. (Example: 2020-ANM-2933-NRA)

Forecast Enplanements

Based on your most recently approved forecast, provide the enplanement number from the last year of the forecast and provide forecast year.

Existing Square Footage

Provide square footage of existing terminal building or tower.

Proposed Square Footage

Provide anticipated total square footage of terminal building or tower once project is complete.

Is this project associated with an approved Bipartisan Infrastructure Law (BIL), Airport Improvement Program (AIP) or Passenger Facility Charge (PFC) project?

Choose Yes or No. Choose "Yes" if the project has been or is currently funded by an existing BIL grant, AIP grant or approved under a PFC application. If "Yes," provide existing grant number(s) and/or PFC application number along with the amount of existing funding. (300 Characters Maximum):

Program Considerations

Check all that apply to your proposed terminal building or tower project. If an item is selected, a narrative must be included describing how the project satisfies the criteria. Address the following areas within character limits defined below.

Terminal and Tower

Increase Capacity and Passenger Access

Check this box if the project will increase capacity and passenger access to the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Replacing Aging Infrastructure

Check this box if the project will replace aging infrastructure that has exceeded its useful life. Explain and provide justification in the next field. (450 Characters Maximum).

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities

Check this box if the project will expand accessibility for persons with disabilities. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airport Access for Historically Disadvantaged Populations

Check this box if the project will improve access for Historically Disadvantaged Populations. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Energy Efficiency

Check this box if the project improves energy efficiency for the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airfield Safety through Terminal or Tower Relocation

Check this box if the project improves airfield safety. Explain and provide justification in the next field. (450 Characters Maximum).

Encourages Actual and Potential Competition

Check this box if the project encourages actual and potential competition. Explain how this objective is met through this project in the next field. (450 Characters Maximum).

Good Paying Jobs

Check this box if the project will create good-paying jobs. Explain and provide justification in the next field. (450 Characters Maximum).

Tower Only

If the project is for a tower, complete this section of the form.

Project Type

Choose "**Contract Tower Program**" for an airport owned tower in the Federal Contract Tower program.

Choose "**Airport Owned, Other**" for an airport-owned tower not in the Federal Contract Tower program. Then **describe** tower staffing (Example: FAA Staffed).

Age of Tower

Enter the age of the tower in years.

Siting Study

Has a Siting Study been completed for the Airport Traffic Control Tower Project? Choose Yes, No, or NA. Choose NA if *not* building a new tower or if this is a *new* tower in *existing* location.

Appropriate Project Objectives

Choose all that apply.

- **New**

  Check this box if the project will construct a new Airport Traffic Control Tower.

- **Relocate**

  Check this box if the project will be relocating an existing Airport Traffic Control Tower.

- **Reconstruct**

  Check this box if the project will reconstruct a replacement Tower in the approximate same location of the existing Airport Traffic Control Tower.

- **Repair**

  Check this box if the project will be a repair of an existing Airport Traffic Control Tower e.g., replace roof, replace cab windows, etc.).

- **Improve**

  Check this box if the project will add improvements to an existing Airport Traffic Control Tower (e.g., replacing radios, etc.).

Impact on the National Airspace System (NAS)

Description (600 Characters Maximum)

Describe how the project addresses impacts on the NAS including operational constraints nonstandard facility conditions and age of facility.

Certifications

Signature

Add your digital signature.

Date

If your digital signature does *not* include a date, enter the date you signed the form. Use mm/dd/yyy format (example: 06/02/2023).

Name

Enter your name.

Title

Enter your title.

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name: South Texas International Airport at Edinburg

LOCID: EBG

Point of Contact's Name: Eddie Velarde

Point of Contact's Title: Director of Aviation

POC's Phone Number: (956) 292-2047 **Extension:**

POC's Email Address: jvelarde@cityofedinburg.com

Project Overview

Project Type: ☒ Terminal ☐ Tower

Multi-Modal Terminal: ☐ Yes ☒ No

Current Project Stage: ☒ Planning ☐ Environmental ☐ Design ☐ Construction

Project Description (600 Characters Maximum):

South Texas International Airport's passenger terminal does need significant remodeling. Mechanical, electrical, plumbing, and HVAC have been maintained over the building's 20-year existence; but, these systems have reached the end of their service life and are comparably inefficient. Interior lighting consists of fluorescent bulb fixtures that can be replaced with fewer of the LED type. Plumbing and restrooms need increase and update to the latest ADA standards for accessible design. Windows, doors, floor surfaces, and exterior security & flood lighting are respectively antiquated.

Target Timeframes

Date Project Costs Known (Pick a date): 01/2024

Date Grant Fully Executed (Pick a date): 09/30/2024

Construction Start Date (Pick a date): 04/2024

Project Status

Total (Estimated) Project Cost: $ 1,000,000

Amount of Funding Requested: $ 950,000

Match Available: ☒ Yes ☐ No

Delivery Method (choose one):

☒ Design/Bid ☐ Design/Build ☐ CM at Risk ☐ Other:

Bid or GMP: ☒ Yes ☐ No. If "No," Estimated bid/GMP date (Pick a date):

Phased Project: ☐ Yes ☒ No. If "Yes," Phase: of

Do you have a comprehensive financial plan? ☒ Yes ☐ No

Is the project on an approved ALP?

☒ Yes ☐ No. If "Yes," enter the approval date (Pick a date):

Is environmental determination complete?

☐ Yes ☒ No. If "Yes," enter the approval date (Pick a date):

Is airspace approval complete?

☐ Yes ☐ No ☒ N/A.

If "Yes," enter the airspace case number:

Approved Forecasted Enplanements: **Year**(yyyy):

Existing Square Footage: 4,630

Proposed Square Footage: 5,300

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

☐ Yes ☒ No ☐ N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

☒ **Increase Capacity and Passenger Access**. Description (450 Characters Maximum):

Among improvements, passenger access will be convenienced by replacing the terminal's original entrance doors and adding automation for touchless operation. To meet ADA standard for accessible design, outdoor walkway and ramp to the building need upgrade.

☒ **Replacing Aging Infrastructure**. Description (450 Characters Maximum):

Regarding interior & exterior lighting and HVAC modernization, electrical wiring and associated hardware including controls are original installation. That infrastructure, plus interior emergency lighting and signage, communication, data, and dated security/access control networks, have reached the end of their useful life and are due for enhancement. As well, the terminal fire & smoke detection safety system is considered.

☒ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities**. Description (450 Characters Maximum):

To improve slip-resistance and surface level compliance with ADA standards for design, ceramic tile floor locations within the terminal should be addressed. Aforementioned changes to entrance doors & operators and public restrooms will expand accessibility within the terminal.

☒ **Improves Airport Access for Historically Disadvantaged Populations.**
Description (450 Characters Maximum):

South Texas International Airport at Edinburg indeed serves the state's southernmost region. We are at the heart of Hidalgo County, a predominantly Historically Disadvantaged Community. The continuing growth of our airport offers flight training, education, business and leisure travel opportunities for the community, and the state-of-the-art terminal will be the optimal portal to accessing these increasing circumstances.

☒ **Improves Energy Efficiency**. Description (450 Characters Maximum):

Within the passenger terminal are also airport administration and line services offices. Electricity to serve staff, passengers, and other customers is spent at a rate commensurate with the building's 20 year old architecture and design. Modernizing indoor/outdoor lighting and infrastructure, HVAC system, and replacing doors & windows should significantly improve the terminal's energy consumption efficiency.

☐ **Improves Airfield Safety through Terminal or Tower Relocation.**
Description (450 Characters Maximum):

☐ **Encourages Actual and Potential Competition**. Description (450 Characters Maximum):

☒ **Good Paying Jobs**. Description (450 Characters Maximum):

Our airport hosts increasing opportunities for the south Texas region, including the prospects of more jobs. Among those developments will be inherently good-paying jobs associated with flight training, aviation studies curricula of institutions of higher learning, and air transportation of passengers & cargo. These anticipations will flow through City of Edinburg's focal point – the airport's terminal.

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

☐ Airport Owned, Contract Tower Program

☐ Airport Owned, Other. Describe staffing:

Age of Tower (Years):

Siting Study. Has a Siting Study been completed for a new Airport Traffic Control Tower Project?

☐ Yes ☐ No ☐ NA

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):

☐ New ☐ Relocate ☐ Reconstruct ☐ Repair ☐ Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature: Date:

Name: Myra L. Ayala

Title: City Manager

Submit by Email

prioritizes coordination and joint management of a common member default. The Commission believes that such default management and loss sharing provisions as those proposed in the Restated Agreement would further support FICC's ability to cover its current and potential future exposures without reducing its ability to fulfill its obligations to its own participants.

Accordingly, the Commission finds that the proposed model changes are consistent with Rule 17Ad–22(e)(20) under the Exchange Act.[45]

V. Conclusion

On the basis of the foregoing, the Commission finds that the Proposed Rule Change is consistent with the requirements of the Exchange Act, and in particular, the requirements of section 17A of the Exchange Act[46] and the rules and regulations thereunder.

It is therefore ordered, pursuant to section 19(b)(2) of the Exchange Act,[47] that the Proposed Rule Change (SR–FICC–2023–010) be, and hereby is, approved.

For the Commission, by the Division of Trading and Markets, pursuant to delegated authority.[48]

Sherry R. Haywood,

Assistant Secretary.

[FR Doc. 2023–19839 Filed 9–13–23; 8:45 am]

BILLING CODE 8011–01–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket # FAA–2023–1261]

Airport Terminal Program; FY 2024 Funding Opportunity

AGENCY: Federal Aviation Administration (FAA).

ACTION: Notice of Funding Opportunity.

SUMMARY: The Department of Transportation (DOT), Federal Aviation Administration (FAA) announces the opportunity to apply for approximately $1 billion in FY 2024 discretionary funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law 117–58, herein referred to as the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants available to eligible airports for airport terminal and airport-owned Airport Traffic Control Towers development projects that address the aging infrastructure of our nation's airports.

In addition, ATP grants will align with DOT's Strategic Framework FY2022–2026 at *https://www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-frameworkhttps://www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-framework.* The FY 2024 ATP will be implemented consistent with law and in alignment with the priorities in Executive Order 14052, *Implementation of the Infrastructure Investments and Jobs Act* (86 FR 64355), which are to invest efficiently and equitably; promote the competitiveness of the U.S. economy; improve job opportunities by focusing on high labor standards; strengthen infrastructure resilience to all hazards including climate change; and to effectively coordinate with State, local, Tribal, and territorial government partners.

DATES: Airport sponsors that wish to be considered for FY 2024 ATP discretionary funding should submit an application that meets the requirements of this Notice of Funding Opportunity (NOFO) as soon as possible, but no later than 5:00 p.m. Eastern time, October 16, 2023.

ADDRESSES: Submit applications electronically at *www.faa.gov/bil/airport-terminals* per instructions in this NOFO.

FOR FURTHER INFORMATION CONTACT: Robin K. Hunt, Manager, BIL Branch APP–540, FAA Office of Airports, at (202) 267–3263 or our FAA BIL email address: *9-ARP-BILAirports@faa.gov.*

SUPPLEMENTARY INFORMATION:

A. Program Description

BIL established the ATP, a competitive discretionary grant program, which provides approximately $1 billion in grant funding annually for five years (Fiscal Years 2022–2026) to upgrade, modernize, and rebuild our nation's airport terminals and airport-owned Airport Traffic Control Towers (ATCTs). This includes bringing airport facilities into conformity with current standards; constructing, modifying, or expanding facilities as necessary to meet demonstrated aeronautical demand; enhancing environmental sustainability; encouraging actual and potential competition; and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand. The FAA is committed to advancing safe, efficient transportation, including projects funded under the ATP. The ATP also supports the President's goals to mobilize American ingenuity to build modern infrastructure and an equitable, clean energy future. In support of Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009), the FAA encourages applicants to consider how the project will address the challenges faced by individuals in underserved communities and rural areas, as well as accessibility for persons with disabilities.

The ATP falls under the project grant authority for the Airport Improvement Program (AIP) in 49 United States Code (U.S.C.) § 47104. Per 2 Code of Federal Regulations (CFR) part 200—*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* the AIP Federal Assistance Listings Number is 20.106, with the objective to assist eligible airports in the development and improvement of a nationwide system that adequately meets the needs of civil aeronautics. The FY 2024 ATP will be implemented, as appropriate and consistent with BIL, in alignment with the priorities in Executive Order 14052, *Implementation of the Infrastructure Investments and Jobs Act* (86 FR 64355), which are to invest efficiently and equitably; promote the competitiveness of the U.S. economy; improve opportunities for good-paying jobs with the free and fair choice to join a union by focusing on high labor standards; strengthen infrastructure resilience to all hazards including climate change; and to effectively coordinate with State, local, Tribal, and territorial government partners. Consistent with statutory criteria and Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619), the FAA also seeks to fund projects under the ATP that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts. Specifically, the FAA is looking to award projects that align with the President's greenhouse gas reduction goals, promote energy efficiency, support fiscally responsible land use and transportation efficient design, support terminal development compatible with the use of sustainable aviation fuels and technologies, increase climate resilience, incorporate sustainable and less emissions-intensive pavement and construction materials as allowable, and reduce pollution.

The FAA will also consider projects that advance the goals of the Executive Orders listed under Section E.2.

[45] 17 CFR 240.17Ad–22(e)(20).

[46] In approving this Proposed Rule Change, the Commission has considered the proposed rules' impact on efficiency, competition, and capital formation. *See* 15 U.S.C. 78c(f).

[47] 15 U.S.C. 78s(b)(2).

[48] 17 CFR 200.30–3(a)(12).

B. Federal Award Information

This NOFO announces up to $1,000,000,000, subject to availability of funds, for the Fiscal Year 2024 ATP. The ATP is a $5 billion grant program, distributed as approximately $1 billion annually for five years (Fiscal Years 2022, 2023, 2024, 2025, and 2026), subject to annual allocations limitations based on airport roles found in the published National Plan of Integrated Airport Systems (NPIAS), as updated with current year data. In general, the $5 billion in ATP grant funding is subject to the following annual award allocation limitations: not more than 55 percent shall be for large hub airports, not more than 15 percent shall be for medium hub airports, not more than 20 percent shall be for small hub airports, and not less than 10 percent shall be for nonhub and nonprimary airports.

The FAA will consider projects that increase capacity and passenger access; projects that replace aging infrastructure; projects that achieve compliance with the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*) and expand accessibility for persons with disabilities; projects that improve airport access for historically disadvantaged populations; projects that improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards; projects that improve airfield safety through terminal relocation; and projects that encourage actual and potential competition. This includes applicable Executive Orders as listed in Section E.2. Additionally, the FAA will provide preference to projects that achieve a complete development objective even if awards for the project must be phased, and priority to projects that have received partial awards.

Projects for relocating, reconstructing, repairing, or improving an airport-owned ATCT will also be considered. In addition to the considerations above, these projects will also be evaluated based on overall impact on the National Airspace System, including age of facility, operational constraints, and nonstandard facilities.

The FAA will publish a NOFO annually to announce additional funding made available, approximately $1 billion per year, for Fiscal Years 2025–2026.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants are those airport sponsors normally eligible for Airport Improvement Program (AIP) discretionary grants as defined in 49 U.S.C. 47115. This includes a public agency, private entity, state agency, Indian Tribe or Pueblo owning a public-use NPIAS airport, the Secretary of the Interior for Midway Island airport, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

2. Cost Sharing or Matching

The Federal cost share of ATP grants is 80 percent for large and medium hub airports, and 95 percent for the remainder of airports eligible to receive ATP grants, which includes small hub, nonhub, and nonprimary airports.

3. Project Eligibility

All projects funded from the ATP must be:

i. Airport terminal development, defined in 49 U.S.C. 47102(28) as development of an airport passenger terminal building, including terminal gates; access roads servicing exclusively airport traffic that leads directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as ''terminal development'' (including multimodal terminal development), as that term is defined in 49 U.S.C. 47102(28); or

ii. On-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75–21 (86 FR 48793, August 31, 2021); or

iii. Airport-owned ATCT that includes relocating, reconstructing, repairing, or improving the ATCT; and

iv. Justified based on civil aeronautical demand.

D. Application and Submission Information

1. Address To Request Application Package

An application for ATP terminal or ATCT projects, FAA Form 5100–144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information,* can be found at: *www.faa.gov/bil/airport-terminals*.

Direct all inquiries regarding applications to the appropriate Regional Office (RO) or Airports District Office (ADO). RO/ADO contact information is available at: *https://www.faa.gov/about/office_org/headquarters_offices/arp/offices/regional_offices.* Or to the BIL Team at: *9-ARP-BILAirports@faa.gov.*

2. Content and Form of Application Submission

Applicants are required to submit FAA Form 5100–144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information.* The applicant should submit Form 5100–144 as a fillable digitally signed PDF document via email. If the applicant cannot provide a digital signature, the application may be submitted as two documents: (1) the completed fillable PDF without a signature and (2) a scanned version of the completed application with a written signature. Applicants should follow the instructions and provide a response to applicable items on the form.

The ''Submit by Email'' button at the bottom of the form will generate an email for the applicant to send to the FAA BIL Team at: *9-ARP-BILAirports@faa.gov.* If the ''Submit by Email'' button does not generate an email the applicant can save the fillable PDF by selecting ''File>Save As'' to save as a fillable PDF. Once saved, the applicant can email the application to the FAA BIL Team at *9-ARP-BILAirports@faa.gov.* The fillable PDF application must contain either a digital signature or the applicant's written signature in accordance with the procedures described above.

Applicants selected to receive an ATP grant will then be required to follow AIP grant application procedures prior to award, which include meeting all prerequisites for funding, and submission of Standard Form SF–424, *Application for Federal Assistance,* and FAA Form 5100–100, *Application for Development Projects.*

Airports covered under the FAA's State Block Grant Program or airports in a channeling act state should coordinate with their associated state agency on the process for who should submit an application, via the procedures listed above.

Applicants must address Administration and Departmental priorities in safety, climate change and sustainability, equity, and workforce development which are further defined in Section E.1 Criteria.

Grant Funds, Sources and Uses of Project Funds: The FAA requests that each project application have a financial plan (or project budget) available for review upon request. Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: non-Federal, ATP, and other Federal with specific amounts from each funding source.

Sharing of Application Information: The FAA may share application

information within the Department or with other Federal agencies if the FAA determines that sharing is relevant to the respective program's objectives.

3. Unique Entity Identifier and System for Award Management (SAM)

Applicants must comply with 2 CFR part 25—*Universal Identifier and System for Award Management.* All applicants must have a unique entity identifier provided by SAM. Additional information about obtaining a Unique Entity Identifier (UEI) and registration procedures may be found at *http://www.sam.gov.* Each applicant is required to: (1) be registered in SAM; (2) provide a valid UEI prior to grant award; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by the FAA. Under the ATP, the UEI and SAM account must belong to the entity that has the legal authority to apply for, receive, and execute ATP grants.

Once awarded, the FAA grant recipient must maintain the currency of its information in SAM until the grantee submits the final financial report required under the grant or receives the final payment, whichever is later. A grant recipient must review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

The FAA may not make an award until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the FAA is ready to make an award, the FAA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a federal award to another applicant.

Non-federal entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings to SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) *www.fapiis.gov*) to ensure registration information is current and complies with federal requirements. Applicants should refer to 2 CFR 200.113 for more information about this requirement.

4. Submission Dates and Times

Airports that wish to be considered for FY 2024 ATP discretionary funding must submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00 p.m. Eastern time on October 16, 2023. Submit applications electronically to *9-ARP-BILAirports@faa.gov* per instructions in this NOFO.

5. Intergovernmental Review

Not applicable.

6. Funding Restrictions

All projects funded from the ATP must be airport terminal development or for relocation, reconstruction, repair, or improvement of an airport-owned air traffic control tower, defined under Section C–3 Project Eligibility. ATP funds may not be used to support or oppose union organizing.

Pre-Award Authority: All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable, only if certain conditions under 49 U.S.C. 47110(c) are met [see Table 3–60 of the AIP Handbook, FAA Order 5100.38 D Change 1, for a specific list of the guidance regarding when project costs can be incurred in relation to section 47110(c)].

7. Other Submission Requirements

Applications will only be accepted on FAA Form 5100–144 fillable PDF via email and must be received on or before October 16, 2023, 5:00 p.m. Eastern time. No other forms of applications will be accepted.

E. Application Review Information

1. Criteria

Applications for FY 2024 ATP will be rated using the following criteria:

i. Projects must meet eligibility requirements under the ATP, which includes terminal development (including multimodal terminal development) as defined in 49 U.S.C 47102(28): on-airport rail access projects: or airport-owned ATCT relocation, reconstruction, repair, or improvements.

ii. The FAA will consider timeliness of implementation, with priority given to those projects, including ''design only'' projects, that can satisfy all statutory and administrative requirements for grant award by June 2024.

iii. Favorable consideration will be given to eligible and justified (based on civil aeronautical demand) terminal development projects (including multimodal terminal development), on-airport rail access projects, and ATCT projects that:

a. *Increase capacity and passenger access:* The applicant should describe the extent to which the project contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity, provides ongoing market access to the airport by competing carriers as economic and competitive conditions change (such as by constructing common use gates or updating gates and other areas with common use equipment). The applicant should also demonstrate how the proposed project increases capacity and market access or relieves congestion based on current and/or forecast needs.

b. *Replace aging infrastructure:* Applicants should describe how the project addresses replacing or upgrading facilities that have reached the end of their useful life. This includes information on the current age and condition of the asset that will be affected by the project and how the proposed project will improve asset condition. The applicant should describe how the facility no longer meets the current or forecasted operational needs of the airport. This includes the renovation, expansion, or replacement of a facility that is too small or cannot efficiently meet current or future demand. This also includes projects aimed at terminal modernization or upgrades to meet the changing user or community expectations. This can be met by including multimodal terminal development, climate resiliency, sustainability initiatives and practices incorporated therein, and the incorporation of common-use equipment and practices, all with the goal of providing a terminal that focuses on the most efficient movement of passengers and baggage possible. This also includes projects that address changing environmental conditions and improve resilience to climate change, and that will be constructed consistent with the Federal Flood Risk Management Standard, per the President's January 30, 2015, Executive Order 13690, ''Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input'' to the extent consistent with current law.

c. *Achieve compliance with the Americans with Disabilities Act (ADA), including expand accessibility for persons with disabilities:* Applicants should describe how the project increases mobility, expands access, and improves connectivity for people with disabilities both inside and outside the terminal or ATCT. The information

should demonstrate how the proposed project will meet the requirements under the Americans with Disabilities Act and improve equitable access for people with disabilities.

d. *Improve airport access for historically disadvantaged populations:* Applicants should describe how the project increases mobility, expands access, and improves connectivity for historically disadvantaged populations. The information should demonstrate how the proposed project provides a significant local and regional impact and benefits historically disadvantaged populations. The applicant should include a description of public engagement on a local and regional level that has occurred, demonstrates proactive inclusivity of historically disadvantaged communities, and the degree to which public comments and commitments have been integrated into the project. DOT is providing a list of communities that meet the definition of Historically Disadvantaged Communities, *available at https://adip.faa.gov/agis/public/#/disadvantagedCommunities*.

e. *Improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards:* Applicants should provide information demonstrating how the proposed project will reduce air pollution and greenhouse gas emissions from a reduction in energy consumption through energy-efficient design. This includes how the project may facilitate the airport in achieving LEED or similar accreditation standards through reliance on alternative energy, water use reduction, sustainable site selection and development, responsible materials selection and waste management, incorporating lower-carbon pavement and construction materials, enhanced indoor environmental quality, use of terminal facility for renewable energy production, or other sustainability efforts (*e.g.,* vehicle charging stations attached to the terminal) that further reduce long-term impact on the climate. A proposed project, including utility support facilities, should be part of an overall plan that sets targets to lower carbon emissions, working toward a carbon-neutral airport by 2050.

f. *Improve airfield safety through terminal relocation:* Applicants should describe how the proposed terminal project is improving airfield safety through the relocation of the terminal building or its components. This could also include a project to relocate a terminal that assists in addressing nonstandard airfield configurations.

g. *Encourage actual and potential competition:* The applicant should describe the extent to which the project promotes competition in air service by providing greater ability to accommodate new entrants; increasing the ability of competing air carriers to access constrained facilities on an ongoing basis; and facilitating the efficient and reliable movement of passengers and cargo. The applicant should describe the extent to which the project leads to common use gates and software (*e.g.,* common use software updates, construction of common use gates versus preferential use by a specific carriers). The applicant may also wish to describe how the project will offer regional and national impacts by improving the economic strength of regions and cities; increase opportunities for tourism; result in long-term job creation by supporting good-paying jobs with the free and fair choice to join a union directly related to the project; and help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the United States.

iv. ATCT projects that relocate, reconstruct, repair, or improve an airport-owned ATCT will also be evaluated based on overall impact on the National Airspace System, including age of facility, operational constraints, and nonstandard facility conditions.

v. The FAA will provide a preference to projects that achieve a complete development objective, even if awards for the project must be phased; and prioritize projects that have received partial awards.

vi. The applicant should describe whether and how project delivery and implementation create good-paying jobs with the free and fair choice to join a union to the greatest extent possible; the use of demonstrated strong labor standards, practices and policies (including for direct employees, contractors, sub-contractors, and service workers on airport property); use of project labor agreements; distribution of workplace rights notices; union neutrality agreements; wage and/or benefit standards; safety and health standards; the use of Local Hire Provisions; [1] registered apprenticeships; joint-labor management partnerships; or other similar standards or practices. The applicant should describe how planned methods of project delivery and implementation (for example, use of Project Labor Agreements and/or Local Hire Provisions,[2] training, placement, and the provision of supportive services for underrepresented workers) provide opportunities for all workers, including workers underrepresented in construction jobs to be trained and placed in good-paying jobs directly related to the project. The FAA will consider this information in evaluating the application.

Applicants are encouraged to submit projects that meet as many of the above criteria as possible, but do not need to meet all criteria to be considered.

2. Review and Selection Process

Federal awarding agency personnel will evaluate applications based on how well the projects meet the criteria in E.1, including project eligibility, justification, readiness, impact on the National Airspace System, and the availability of matching funds. The FAA will also consider how well projects advance the goals of the following Executive Orders, which are incorporated into the criteria under E.1.: the President's January 20, 2021, Executive Order 13990, ''*Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis*''*;* the President's January 20, 2021, Executive Order 13985, ''*Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*''*;* the President's January 27, 2021, Executive Order 14008, ''*Tackling the Climate Crisis at Home and Abroad*''*;* the President's May 20, 2021, Executive Order 14030, ''*Climate Related Financial Risk*''*;* and the President's July 9, 2021, Executive Order 14036, ''*Promoting Competition in the American Economy.*''

Applications are first reviewed for eligibility, justification, and timeliness of implementation consistent with the requirements of this NOFO and the intent of the ATP. Applications are then reviewed for how well the proposed project(s) meets the criteria in E.1. and ranked by field and Regional office staff. The top projects for each airport category (as outlined in BIL) are then evaluated by a National Control Board (NCB). The NCB has representatives from each Region and Headquarters management. The NCB recommends project and funding levels to senior leadership.

[1] IIJA div. B Section 25019 provides authority to use geographical and economic hiring preferences, including local hire, for construction jobs, subject to any applicable State and local laws, policies, and procedures.

[2] Project labor agreement should be consistent with the definition and standards outlined in Executive Order 14063.

3. Integrity and Performance Check

Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, the FAA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered. The FAA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206.

F. Federal Award Administration Information

1. Federal Award Notices

BIL awards are announced through a Congressional notification process and a DOT Secretary's Notice of Intent to Fund. The FAA RO/ADO representative will contact the airport with further information and instructions. Once all pre-grant actions are complete, the FAA RO/ADO will offer the airport sponsor a grant for the announced project. This offer may be provided through postal mail or by electronic means. Once this offer is signed by the airport sponsor, it becomes a grant agreement. Awards made under this program are subject to conditions and assurances in the grant agreement.

2. Administrative and National Policy Requirements

i. Grant Requirements

All grant recipients are subject to the grant requirements of the AIP, found in 49 U.S.C. chapter 471. Grant recipients are subject to requirements in the FAA's *AIP Grant Agreement* for financial assistance awards; the annual Certifications and Assurances required of applicants; and any additional applicable statutory or regulatory requirements, including nondiscrimination requirements and 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* Grant requirements include, but are not limited to, approved projects on an airport layout plan; compliance with federal civil rights laws; Buy American requirements under 49 U.S.C. 50101; Build America, Buy America requirements in sections 70912(6) and 70914 in Public Law 117–58; the *Department of Transportation's Disadvantaged Business Enterprise (DBE) Program* regulations for airports (49 CFR part 23 and 49 CFR part 26); the Infrastructure Investment and Jobs Act; and prevailing wage rate requirements under the Davis-Bacon Act, as amended (40 U.S.C. 276a–276a–5, and reenacted at 40 U.S.C. 3141–3144, 3146, and 3147).

Domestic Preference Requirements: As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to the domestic preference requirements in the Buy American requirements under 49 U.S.C. 50101. The FAA expects all applicants to comply with that requirement without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Civil Rights and Title VI: As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Critical Infrastructure Security, Cybersecurity, and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards; including both physical and cyber risks, consistent with Presidential Policy Directive 21—Critical Infrastructure Security and Resilience and the President's National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds for construction.

Federal Contract Compliance: As a condition of grant award and consistent with E.O. 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally-assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Performance and Program Evaluation: As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by the DOT, FAA, or another agency or partner. The evaluation may take different forms, such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants

to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff. Requested program records or information will be consistent with record requirements outlined in 2 CFR 200.334–338 and the grant agreement.

ii. Standard Assurances

Each grant recipient must assure that it will comply with all applicable federal statutes, regulations, executive orders, directives, FAA circulars, and other federal administrative requirements in carrying out any project supported by the ATP grant. The grant recipient must acknowledge that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with the FAA. The grant recipient understands that federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The grant recipient must agree that the most recent Federal requirements will apply to the project unless the FAA issues a written determination otherwise.

The grant recipient must submit the Certifications at the time of grant application and Assurances must be accepted as part of the grant agreement at the time of accepting a grant offer. Grant recipients must also comply with the requirements of 2 CFR part 200, which ''are applicable to all costs related to Federal awards,'' and which are cited in the grant assurances of the grant agreements. The Airport Sponsor Assurances are available on the FAA website at: *https://www.faa.gov/airports/aip/grant_assurances.*

3. Reporting

Grant recipients are subject to financial reporting per 2 CFR 200.328 and performance reporting per 2 CFR 200.329. Under the ATP, the grant recipient is required to comply with all Federal financial reporting requirements and payment requirements, including the submittal of timely and accurate reports. Financial and performance reporting requirements are available in the FAA October 2020 Financial Reporting Policy, which is available at *https://www.faa.gov/sites/faa.gov/files/airports/aip/grant_payments/aip-grant-payment-policy.pdf.*

The grant recipient must comply with annual audit reporting requirements. The grant recipient and sub-recipients, if applicable, must comply with 2 CFR part 200, subpart F, *Audit Reporting Requirements.* The grant recipient must comply with any requirements outlined in 2 CFR part 180, *Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension.*

G. Federal Awarding Agency Contact(s)

For further information concerning this notice, please contact the FAA BIL Branch via email at *9-ARP-BILAirports@faa.gov.* In addition, the FAA will post answers to frequently asked questions and requests for clarifications on the FAA's website at *www.faa.gov/bil/airport-terminals.* To ensure applicants receive accurate information about eligibility of the program, the applicant is encouraged to contact the FAA directly, rather than through intermediaries or third parties, with questions.

All applicants, including those requesting full federal share of eligible projects costs, should have a plan to address potential cost overruns as part of an overall funding plan.

Issued in Washington, DC, on September 11, 2023

Robin K. Hunt,

Manager, FAA Office of Airports BIL Branch.

[FR Doc. 2023–19893 Filed 9–13–23; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Withdrawal of the Record of Decision for the LaGuardia Airport Access Improvement Project

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Withdrawal of the Record of Decision (ROD) for the LaGuardia Airport (LGA) Access Improvement Project (Project).

SUMMARY: The FAA is withdrawing the July 2021 ROD for the Project. The Port Authority of New York and New Jersey has notified the FAA of its intent to terminate the Project and pursue alternative access improvements to LGA. Accordingly, the components identified in the LGA Access Improvement Project ROD are no longer needed at this time. Following the issuance of the ROD, New York Governor Kathy Hochul tasked the Port Authority of New York and New Jersey with reexamining alternative mass transit options to LGA. The resulting recommendations from the corresponding study identified improvements to an existing bus service and construction of a new non-stop airport shuttle service. On July 20, 2023, the Port Authority of New York and New Jersey, as the airport sponsor, notified the FAA of its intent to officially abandon the Project as approved by the FAA's ROD in favor of pursuing the recommended bus service and shuttle improvements. In response to this decision, the FAA has withdrawn the ROD for the LGA Access Improvement Project. Accordingly, all approvals for FAA actions within the ROD are also withdrawn. The Port Authority of New York and New Jersey must reinitiate any requests for FAA review and approval as necessary for all aspects of the Project contained within the now-withdrawn ROD should it wish to proceed with any component of the Project, in part or as a whole.

DATES: The effective date of the FAA's Withdrawal Order for the LGA Access Improvement Project ROD is September 1, 2023.

FOR FURTHER INFORMATION CONTACT: Andrew Brooks, Environmental Program Manager, Eastern Regional Office, AEA–610, Federal Aviation Administration, 1 Aviation Plaza, Jamaica, NY 11434. Telephone: 718–553–2511.

SUPPLEMENTARY INFORMATION: In 2015, former New York Governor Andrew Cuomo convened an Airport Advisory Panel to address the deficiencies of LGA as a major transportation facility. The resulting report recommended that the redevelopment of LGA include new ways to access the airport, including a future AirTrain.

In 2018, based on recommendations from the Airport Advisory Panel, the Port Authority of New York and New Jersey (Port Authority), as operator of LGA, proposed the Project to construct and operate a new Automated People Mover (APM) system to provide a reliable transit alternative for air passenger and employee access to the Airport. The Project would connect two on-Airport stations with an off-Airport transfer station at Willets Point. The off-Airport station would provide connections to the Mets-Willets Point stations of the Long Island Railroad (LIRR) Port Washington Branch and the New York City Transit (NYCT) Subway Flushing Station (7 Line). The off-Airport station would also provide a connection to a new off-Airport employee parking option located at

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
RESOLUTIONS
Agenda Item No: 13.B.

1. **Agenda Item:**
Consider Resolution in Support of the RGV Recompete Coalition and the University of Texas Rio Grande Valley in the Submission of the Region's Recompete Plan and Strategy Development Grant. [Clarice Y. Balderas, City Secretary]

2. **Description:**
On June 29, 2023, the U.S. Economic Development Administration (EDA) released a notice of funding opportunity for Phase 1 of the Distressed Area Recompete Pilot Program. Phase 1 will comprise of a grant opportunity for a Strategy Development Grant as well as the opportunity to submit a region's Recompete Plan.

All four counties of the Rio Grande Valley have been deemed fully eligible as "Local Labor Markets" as all four counties have a prime-age employment gap (PAEG) of at least 5% and a median annual household income of no more than $75,000.

Various stakeholder and planning meetings have occurred since the release of the funding notice comprising of local elected officials, leadership of the region's institutions of higher education, and other regional stakeholders. To formalize this process in response to the funding opportunity, the region has established the RGV Recompete Coalition (RGVRC) including these initial stakeholders as well as equitably inviting others to join per the scope of the project.

The University of Texas Rio Grande Valley (UTRGV) has been selected to serve as the principal applicant and lead member organization for application and implementation, serving as the central coordinator, maintaining communication, and ensuring that funding and other assistance provided by EDA are effectively coordinated and braided within the Rio Grande Valley (RGV) region.

If the resolution is approved the City of Edinburg will join as a member of the coalition, participate in the established governance of the coalition, promote bottom-up, middle-out competitiveness across the region, enable and accelerate collaboration and support, and actively engage applicable and available resources in coordination with the RGVRC's recompete plan intervention actions and mission to eliminate and mitigate persistent economic distress across the RGV region.

The deadline for UTRGV to submit the Phase 1 applications is Thursday, October 5, 2023 at 11:59 p.m. Eastern Time.

The U.S. Economic Development Administration (EDA) has established the Distressed Area Recompete Pilot Program (Recompete Pilot Program) which aims to alleviate persistent and economic distress and support long-term, comprehensive economic development and job creation in regions of the U.S. with a high prime-age (25-54 years) employment gap (PAEG).

3. **Staff's Recommendation:**
Approve Resolution in Support of the RGV Recompete Coalition and the University of Texas Rio Grande Valley in the Submission of the Region's Recompete Plan and Strategy Development

Grant.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
A. Resolution
B. Recompete Coalition

RESOLUTION NO: _____

THE STATE OF TEXAS	**§**	**RESOLUTION IN SUPPORT OF THE RGV RECOMPETE COALITION AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY IN SUBMISSION OF THE REGION'S RECOMPETE PLAN & STRATEGY DEVELOPMENT GRANT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the U.S. Economic Development Administration (EDA) has established the Distressed Area Recompete Pilot Program (Recompete Pilot Program) which aims to alleviate persistent and economic distress and support long-term, comprehensive economic development and job creation in regions of the U.S. with a high prime-age (25-54 years) employment gap (PAEG); and,

WHEREAS, the four-county region of the Lower Rio Grande Valley, commonly referred to as the Rio Grande Valley (RGV) consisting of Cameron, Hidalgo, Starr, and Willacy Counties, located at the southernmost tip of Texas is steeped in history, tradition, and resilience; and,

WHEREAS, boundless opportunities exist within the region, the RGV is not without noteworthy challenges such as above the state and national average percentage of persons in poverty and below state and national average educational attainment, per capita income, and qualifies as an eligible region as all four counties have a prime-age employment gap (PAEG) of at least 5% and a median annual household income of no more than $75,000; and,

WHEREAS, the RGV aspires to establish the Rio Grande Valley Recompete Coalition (RGVRC) to demonstrate the region's ability to engage broadly within the community and support implementation of a wide range of targeted actions related to reducing the region's PAEG; and,

WHEREAS, The University of Texas Rio Grande Valley, a State of Texas agency and member institution of higher education of The University of Texas System organized under the laws of the State of Texas ("UTRGV"), an eligible entity to apply for EDA's Recompete Pilot Program; and,

WHEREAS, UTRGV shall serve as the principal applicant and lead member organization for application and implementation and abide to the requirements of EDA, including managing the governance of the RGVRC, serving as the central coordinator, maintaining communication, and ensuring that funding and other assistance provided by EDA are effectively coordinated and braided within the RGV region; and,

WHEREAS, The City of Edinburg strives to promote long-term economic growth, attract new industry, and support local small businesses to provide high-wage, sustainable job opportunities for Edinburg; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF EDINBURG, TEXAS THAT:

I. JOINING AS A MEMBER OF THE COALTION

The City of Edinburg wishes to join as a member of the coalition, participate in the established governance of the coalition, promote bottom-up, middle-out competitiveness across the region, enable and accelerate collaboration and support, and actively engage applicable and available resources in coordination with the RGVRC's recompete plan intervention actions and mission to eliminate and mitigate persistent economic distress across the RGV region.

II. SUPPORT OF UTRGV AS THE LEAD MEMBER OF THE COALITION

The City of Edinburg wishes to extend enthusiastic support for UTRGV to serve as the lead member organization of the RGVRC and principal applicant for submission of Phase 1 and Phase 2 (if invited) of EDA's Recompete Pilot Program and Strategy Development Grant.

EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

BY: _____
Omar Ochoa, City Attorney

EDA Distressed Area Recompete Pilot Program

"RGV Recompete Coalition"

On June 29, 2023, the U.S. Economic Development Administration (EDA) released a notice of funding opportunity for Phase 1 of the Distressed Area Recompete Pilot Program. Phase 1 will comprise of a grant opportunity for a Strategy Development Grant as well as the opportunity to submit a region's Recompete Plan.

EDA expects to approve at least 20 Recompete Plans, which would serve as the prerequisite for submission of the Phase 2 implementation competition. EDA anticipates funding 4-8 Implementation Grants, awarding regions an average of $50 million.

All four counties of the Rio Grande Valley have been deemed fully eligible as "Local Labor Markets" as all four counties have a prime-age employment gap (PAEG) of at least 5% and a median annual household income of no more than $75,000.

Various stakeholder and planning meetings have occurred since the release of the funding notice comprising of local elected officials, leadership of the region's institutions of higher education, and other regional stakeholders. To formalize this process in response to the funding opportunity, the region has established the RGV Recompete Coalition including these initial stakeholders as well as equitably inviting others to join per the scope of the project.

UTRGV has been selected to serve as the principal applicant and lead member organization for application and implementation, serving as the central coordinator, maintaining communication, and ensuring that funding and other assistance provided by EDA are effectively coordinated and braided within the RGV region.

<u>On behalf of the coalition, UTRGV has developed the "RGVWorX" project, comprised of three areas:</u>

A. Workforce Development
B. Business & Entrepreneur Development
C. New Industry Recruitment, Development, & Technical Assistance

<u>4 Project Goals have been established:</u>

1. Improve the Region's Distress Indicator Index
    a. Median Household Income
    b. Per Capital Income
    c. % of Persons in Poverty
    d. Unemployment Rate
    e. Education Attainment
2. Improve the Resilience and Capacity of Local Small Businesses
3. Improve Capacity to Recruit New Industries
4. Develop Sustainable Policies & Practices

“RGV WorX” - Workforce Development

(60% of project scope/services)

Deliver a robust workforce development program strategy, administered, and coordinated by local higher education institutions by enhancing current models of delivery that would include comprehensive student wraparound support resources and job placement services.

The strategy would begin in collaboration with RGV EDCs validating data analysis to develop a network of local employers with perpetual, locally based, high-wage employment opportunities.

($34,255 = Texas Per Capita Income = $16.47/hour)

Current & prospective students of the RGV’s 5 higher education systems would then be matched to the specific available job opportunities and provided wraparound support services and placed in local, high-wage jobs.

Service Scope:

- Student Matching & Case Management Teams *(Staff Salaries)*
- Wrap-Around Support Services *(provided & contracted)*
- Supplemental Credentials / Certificates / Microcredentials *(soft skill training, technical certificates, etc.)*
- Tutoring Services
- Mental Health Counseling & Services
- Food Security Support
- Transportation
- Child-Care *(Partnership Workforce Solutions)*
- Job Placement Assistance
- On-the-Job Training *(Partnership Workforce Solutions)*
- Data Analysis / Technical Assistance

Outcome Measures:

- Number of Students Served
- % of Students Served that graduate with degree or credential.
- % of Students Served that were placed in high-wage job.
- Establish Industry Advisory Board to RGV Recompete Coalition

“RGV WorX” - Business & Entrepreneur Development

(20% of project scope/services)

Increase regional capacity of the RGV’s existing and the emerging business community by providing programs and services which would support sales growth, job creation, and job retention.

The strategy would begin with collaboration with cities, EDCs, and chambers of commerce validating data analysis to establish a confirmed, sustainable business directory platform and development of applicable policies and procedures.

Comprehensive business development workshops, seminars, training programs, and one-on-one advising would also be implemented to increase the capacity of local businesses not operating at optimal levels. This strategy would entail increasing the number of business outreach resources (and staff) available.

Emerging businesses would be provided acceleration and/or entrepreneurial development programs to ensure viability, market fit, access to capital, etc.

Service Scope:

- Business Retention & Expansion
- Business Directory Development
- Entrepreneur Acceleration & Development Programs
- Small Business Development Advising
- Individualized Capacity Building
- Data Analysis / Technical Assistance

Outcome Measures:

- Number of Businesses Served (through training or advising)
- Number of Jobs Created and Retained
- Number of Businesses Trainings conducted.
- Number of Cities with Business Directory Launched

“RGV WorX” - New Industry Recruitment, Development, & Technical Assistance

(20% of project scope/ services)

Attract new high-wage job opportunities by implementing an integrated regional industry outreach and landing programs which would include the development of new EDO resources and tools such as data repositories, applied-research projects, regional policies, reshoring strategies, and marketing programs.

Service Scope:

- Comprehensive Regional Data Dashboard
- Manufacturing Reshore Mapping (TMAC)
- Regional Marketing Campaign (RGV Partnership)
- MSA Delineation Study / U.S. Office of Management & Budget (OMB)
- Targeted US & International “Landing” Programs
- Accelerate New Tech - Applied Research

Outcome Measures:

- Number of Businesses Served (through training or advising)
- Number of Jobs Created and Retained
- Number of Businesses Trainings conducted.
- Number of Cities with Business Directory Launched

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
RESOLUTIONS
Agenda Item No: 13.C.

1. **Agenda Item:**
Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors from September through December 2023.

In accordance to the Texas Property Tax Code Section 6.03 Board of Directors

(a) "To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district."

Each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election or none. The presiding officers of each taxing unit are to submit the name(s) of their nominee(s) by written Resolution to the Chief Appraiser before October 15, 2023.

The City Council of the City of Edinburg is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors. If nomination(s) are made the City of Edinburg will submit the nominee(s) for the Hidalgo County Appraisal District's Board of Directors for 2024-2025, by form of a written Resolution.

Before October 1, 2023-Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2024-2025 election for the Board of Directors for the Appraisal District.

Before October 15, 2023-The Presiding Officer of the taxing unit submits the name(s) of the candidates by written resolution to the Chief Appraiser.

Before October 30, 2023- The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname and the number of votes each taxing unit has, to the presiding officer.

Before December 15, 2023-Each voting unit with 250 or less of the total votes casts its votes by written resolution and submits it to the Chief Appraiser.

Before December 31, 2023- The Chief Appraiser shall count the votes and declare the candidates

who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

The Hidalgo County Appraisal District has requested the City of Edinburg City Council submit the names of the nominees by written resolution to the Chief Appraiser by October 15, 2023.

3. Staff's Recommendation:

Consider nomination of candidate(s) or none for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:

A. Resolution
B. Hidalgo County Appraisal District Letter

RESOLUTION NO: _____

THE STATE OF TEXAS	**§**	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG EXPRESSING ITS NOMINATION(S) FOR APPRAISAL DISTRICT DIRECTORS FOR 2024-2025 OF 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 each position to be filled in the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, these directors shall serve a term beginning January 1, 2024 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate up to five (5) individuals for said board; and,

WHEREAS, the City Council of the **CITY OF EDINBURG** must submit the names of the nominees by written resolution to the Chief Appraiser by October 15, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, that the name(s) of:

is/are hereby nominated by the City Council of the **CITY OF EDINBURG** to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Council of the **CITY OF EDINBURG** directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 3rd day of October, 2023.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

BY: _____
Omar Ochoa, City Attorney

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

www.hidalgoad.org

BOARD OF DIRECTORS
Albert D. Cardenas Chairman
Joe D. Olivarez Vice-Chairman
Amador Requenez Secretary
Richard A. Garza Member
Eddy Betancourt Member
Pablo "Paul" Villarreal, Jr. Member

September 8, 2023

City of Edinburg Secretary
Ms. Clarice Yvette Balderas
415 W. University Dr.
Edinburg TX 78539

Dear Ms. Balderas;

The Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors (BOD) from September through December 2023. I have included with this letter a timeline with important information and dates to assist you with the voting entitlement process.

Per Sec. 6.0301 of the Texas Property Tax Code (TPTC), HCAD is governed by a BOD appointed by the eligible taxing units that participate in the district and elected by majority vote at the general election for state and county officers. The BOD consists of nine (9) members, five (5) voting members who are appointed by participating entities, three (3) members elected by the voters of the county, and one (1) ex-officio member, which by state statute is the County Tax Assessor-Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate, by **resolution,** candidate(s) for the voting entitlement. Each eligible taxing unit may nominate one (1) but at most five (5) candidates. The governing body for each eligible taxing unit must submit the adopted resolution with the candidate(s) name(s) and their contact information to the Chief Appraiser **before October 15th**.

Before **October 30th**, the Chief Appraiser shall prepare and deliver a ballot to the presiding officer of each eligible taxing unit, listing the candidates whose names were timely submitted and the number of votes the taxing unit is entitled to. The governing body shall then determine its vote and submit such vote by an adopted resolution to the Chief Appraiser before **December 15th**.

Before **December 31st**, the Chief Appraiser shall count all timely submitted votes, declare the five candidates that received the most votes elected, and submit the results to the candidates and the governing bodies of each taxing unit in the district.

The process for the three (3) elected members is to file an application for a place on the ballot with the County Judge accompanied by the filing fee prescribed by Section 6.032(c) of the TPTC.

Please do not hesitate to contact me if you need further assistance or additional information regarding the voting entitlement process.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

BOARD OF DIRECTORS
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Amador Requenez Secretary
Richard A. Garza Member
Eddy Betancourt Member
Pablo "Paul" Villarreal, Jr. Member

www.hidalgoad.org

Hidalgo County Appraisal District
Timeline Election of Board of Directors
2024 - 2025

August 2023 **But before October 1, 2023**	Notify all presiding officers of each taxing unit about the upcoming election and their voting entitlement for the 2024-2025 election for the Board of Directors for the Appraisal District.
Before October 15, 2023	The Presiding Officer of the taxing unit submits the name(s) of the candidate(s) by written resolution to the Chief Appraiser.
Before October 30, 2023	The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname, and the number of votes each taxing unit has, to the presiding officer.
At the First or Second Open Meeting After Receiving Ballot **OR** **Before December 15, 2023**	Each voting unit with 250 or more of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser before the third day after adopting the resolution. **OR** Each voting unit with 250 or less of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser.
Before December 31, 2023	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and the candidates.

2024-2025
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2022 Tax Levied	2022 Total Levy	2022 Percent	Voting	2024 - 2025 Directorships	2024 - 2025 Offical Votes
Entity						
Hidalgo County	$ 264,653,740	$ 1,050,933,873	25.183%	252	5	1,260
Cities						
Alamo	$ 5,103,714	$ 1,050,933,873	0.486%	5	5	25
Alton	$ 3,103,203	$ 1,050,933,873	0.295%	3	5	15
Donna	$ 6,551,936	$ 1,050,933,873	0.623%	6	5	30
Edcouch	$ 622,717	$ 1,050,933,873	0.059%	1	5	5
Edinburg	$ 38,127,169	$ 1,050,933,873	3.628%	36	5	180
Elsa	$ 1,762,298	$ 1,050,933,873	0.168%	2	5	10
Granjeno	$ 30,754	$ 1,050,933,873	0.003%	1	5	5
Hidalgo	$ 3,085,315	$ 1,050,933,873	0.294%	3	5	15
La Joya	$ 1,209,519	$ 1,050,933,873	0.115%	1	5	5
La Villa	$ 661,394	$ 1,050,933,873	0.063%	1	5	5
McAllen	$ 58,106,007	$ 1,050,933,873	5.529%	55	5	275
Mercedes	$ 5,957,425	$ 1,050,933,873	0.567%	6	5	30
Mission	$ 28,910,952	$ 1,050,933,873	2.751%	28	5	140
Palmview	$ 3,676,160	$ 1,050,933,873	0.350%	4	5	20
Penitas	$ 1,711,540	$ 1,050,933,873	0.163%	2	5	10
Progreso	$ 967,912	$ 1,050,933,873	0.092%	1	5	5
Pharr	$ 28,727,505	$ 1,050,933,873	2.734%	27	5	135
San Juan	$ 10,077,462	$ 1,050,933,873	0.959%	10	5	50
Sullivan City	$ 739,543	$ 1,050,933,873	0.070%	1	5	5
Weslaco	$ 16,103,016	$ 1,050,933,873	1.532%	15	5	75
Schools						
Donna	$ 22,534,056	$ 1,050,933,873	2.144%	21	5	105
Edcouch-Elsa	$ 5,402,674	$ 1,050,933,873	0.514%	5	5	25
Edinburg	$ 91,362,000	$ 1,050,933,873	8.693%	87	5	435
Hidalgo	$ 8,845,402	$ 1,050,933,873	0.842%	8	5	40
La Joya	$ 41,386,168	$ 1,050,933,873	3.938%	39	5	195
La Villa	$ 1,808,783	$ 1,050,933,873	0.172%	2	5	10
Lyford	$ 198,030	$ 1,050,933,873	0.019%	1	5	5
McAllen	$ 96,621,136	$ 1,050,933,873	9.194%	92	5	460
Mercedes	$ 9,261,699	$ 1,050,933,873	0.881%	9	5	45
Mission	$ 31,332,081	$ 1,050,933,873	2.981%	30	5	150
Monte Alto	$ 2,193,628	$ 1,050,933,873	0.209%	2	5	10
PSJA	$ 70,777,785	$ 1,050,933,873	6.735%	67	5	335
Progreso	$ 3,013,695	$ 1,050,933,873	0.287%	3	5	15
Sharyland	$ 46,548,429	$ 1,050,933,873	4.429%	44	5	220
So Tx College	$ 75,735,089	$ 1,050,933,873	7.206%	72	5	360
South Texas ISD	$ 23,974,661	$ 1,050,933,873	2.281%	23	5	115
Valley View	$ 11,639,286	$ 1,050,933,873	1.108%	11	5	55
Weslaco	$ 28,409,990	$ 1,050,933,873	2.703%	27	5	135
GRAND TOTALS	$ 1,050,933,873		100.000%	1002		5,015

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
ELECTION
Agenda Item No: 14.A.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 07, 2023. [Clarice Y. Balderas, City Secretary]

2. **Description:**
On July 18, 2023, at a regularly scheduled meeting, City Council approved ordering a General Election for the purpose of electing, a Councilmember Place Three, Councilmember Place Four and Municipal Court Judge.Since 2017 the Hidalgo County Elections Administration has been conducting the city's general,special, run-off, and bond elections.

Historically, it has been more cost effective and efficient to contract with the Hidalgo County Elections Administration to solely conduct the city's elections, so city staff has communicated with them to provide the city with a full service contract and cost estimate to conduct the November 07, 2023 City of Edinburg General Election.

City staff is presenting the contract and the cost estimate provided by the County for the City Council's consideration.

Funding is be available in the Election Expenses 2023-2024 Fiscal Year budget.

Historically, it has been more cost effective and efficient to contract with the Hidalgo County Elections Administration to conduct the city's elections.

3. **Staff's Recommendation:**
Authorizing the City Manager to Enter into a Contract for Election Services between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be held on November 07, 2023.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
A. Contract for Hid Co Election Services
B. Contract Cost Estimate

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda Salinas**, hereinafter referred to as **"ADMINISTRATOR"**, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF EDINBURG** hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **NOVEMBER 7, 2023**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 7, 2023**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 7, 2023**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 7, 2023**, and any runoff, if applicable.

1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;

(B) Prepare and provide Hart Hybrid training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1. Ballots (print and distribution only);
2. Election kits and election paperwork;
3. Ballot boxes and voting booths;

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure Early Voting polling places and Election Day polling places;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for Early Voting and Election Day voting;

(N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;

(O) Procure and pay Ballot Board members;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.

(V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;

(X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

(Z) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $14.00 per hour for Election Judges and $12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of $10.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; and

(2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.

(F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, as applicable;

(G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

(I) Create the appropriate sample ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid:

(A) One base charge of $475.00 for Coding Hybrid voting machines, a $25.00 additional charge per additional ballot styles and a minimum of a $10.00 charge for requested changes on Coded Ballot;
(B) A $10.00 recording fee for each Audio File;
(C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at $100.00 per location.
(D) A fee of $610.00 for each Verity Scan/ Ballot Box, a fee of $150.00 for each Verity Duo Go (curbside voting machine), a fee of $465.00 for each Verity Controller, and a fee of $447.00 for each Verity Touch Duo Voting Machine, with a minimum of two per polling site.
(E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
(F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) To include but not limited to the Early Voting and Election Day laptop rentals at $150.00 per location;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at $14.00 per hour for Election Judge, $12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.00 per hour per person;

(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);

6.08 Pay for the cost of the Early Voting Ballot Board judge at $14.00 per hour and Early Voting Ballot Board members at $12.00 per hour;

6.09 One copy of canvass report will be provided to the ENTITY electronically at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $4.99 per phone line;

6.12 Billing:

(A) The form of the invoice to be used in the final billing by the COUNTY, includes good faith estimate of costs which reflects 100% voter turnout based on the total amount of entity's registered voters and is attached hereto as Exhibit A.

(B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice. Deposits are highly encouraged.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

(E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Ann Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Myra L. Ayala
City Manager
P.O. Box 1079
Edinburg, Texas 78540

(F) Any balances, if any remain after the payment of all costs of election bills, shall be paid in full within 30 days.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT IF LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this_____ day of _____, 2023

APPROVAL COUNTY OF HIDALGO:

BY:_____

RICHARD F. CORTEZ
COUNTY JUDGE

BY:_____
ARTURO GUAJARDO, JR.

COUNTY CLERK

The City Of Edinburg__
ENTITY

BY:_____
Myra L. Ayala, CITY MANAGER

PRINT: Myra L. Ayala
TITLE: City Manager
ATTEST:

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
HILDA SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
TORIBIO "TERRY" PALACIOS

BY: _____
JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney

2023 Hidalgo County Elections
Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Edinburg Councilmember Pl. 3, 4 & Municipal Judge	**DATE: November 7, 2023**		
6.01	**Coding Services for HART**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$475.00**	1	$475.00
B	Ballot Audio Files	**$10.00**	9	$90.00
C	Election Media per Polling Location(s)	**$100.00**	6	$600.00
D	Verity Controller(s)	**$465.00**	6	$2,790.00
D	Verity Touch Duo Machine(s)	**$447.00**	22	$9,834.00
D	Verity Scan and Ballot Box	**$610.00**	6	$3,660.00
D	Verity Duo Go Carrier (Curbside Voters)	**$150.00**	12	$1,800.00
E	Delivery/ Pick-up Fee (includes Mileage)	**$1,100.00**	1	$1,100.00
			Total iVotronic Coding Charges	**$20,349.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	13	$1,300.00
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	6	$900.00
C	Printer Labels (60,862 per vote)	**$0.03**	101724	$3,051.72
D	Username/Password - Per Polling Location	**$20.00**	6	$120.00
			Total Electronic Poll Book Charges	**$5,371.72**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	1000	$550.00
	Election Day Combination Forms	**$0.55**	1000	$550.00
	Election Judge Kit for Early Voting	**$50.00**	2	$100.00
	Election Judge Kit for Election Day	**$50.00**	4	$200.00
	Verity Access Thermal Code paper (per vote)	**$0.10**	50862	$5,086.20
	EV/ ED Thermal Ballot paper (per vote)	**$0.40**	50862	$20,344.80
	I VOTED stickers (per vote)	**$0.01**	50862	$508.62
	Polling Location Map(s)	**$17.00**	6	$102.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	500	$100.00
	Covid PPE's per location	**$0.00**	1	$0.00
			Total Supplies Charges	**$27,541.62**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Paper Ballots	**$0.40**	350	$140.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	350	$700.00
	Postage Mail-in-Ballots (per request)	**$0.73**	350	$255.50
	Correspondence Postage	**$0.58**	4	$2.32
			Total Mail & Ballot Service Charges	**$1,097.82**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	**$25,682.00**		$25,682.00
	Payroll for Election Day Employees	**$4,688.00**		$4,688.00
			Total Payroll Charges	**$30,370.00**
	Payroll for Staff Overtime	**Price**		**Total**
	Payroll for Early Voting and Eleciton Day Staff Employees	**$5,500.00**		$5,500.00
			Total Payroll Charges	**$5,500.00**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$850.00**	1	$850.00
			Total Ballot Board Charges	**$850.00**
6.10	**Insurance**	**Hourly rate**	**Hours wk**	**%**	**Total**
	Liability insurance for Early Voting Supervisors (2)	**$ 14.00**	343	0.0021	$10.08
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternate/Clerks (10)	**$ 12.00**	1715	0.0021	$43.22
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (4)	**$ 14.00**	62	0.0021	$1.82
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/Clerks (20)	**$ 12.00**	310	0.0021	$7.81
	(hourly rate X hrs worked X .0021)				
				Total Insurance Charges	**$62.93**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	6	$270.00
			Total Cell Phone Charges	**$270.00**
6.12			**Subtotal**	**$93,213.09**
			Administrative Fees (10%)	**$9,321.31**
			ESTIMATED GRAND TOTAL	**$102,534.40**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 3, 2023
CONSENT AGENDA
Agenda Item No: 16.A.

1. **Agenda Item:**
Consider Canceling or Rescheduling the Tuesday, November 07, 2023 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

Due to the November 07, 2023 Municipal General Election city staff is recommending to cancel or reschedule the regularly scheduled meeting.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

3. **Staff's Recommendation:**
Consider Canceling or Rescheduling the Tuesday, November 07, 2023 Regular City Council Meeting.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
None