EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
APRIL 7, 2026
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

A. City Events:

- 5th Annual Dirty Duathlon: Saturday, April 11, 2026 at 7:30 a.m. at Doolittle Nature Park, 1300 N. Doolittle Road,
- 2026 Cool City Celebration: Saturday, April 11, 2026 at 9:00 a.m. at Promenade Park Amphitheater, 201 W. McIntyre St.
- 2026 Culture Fest: Saturday, April 11, 2026 at 5:00 p.m. at Promenade Park Amphitheater, 201 W. McIntyre St.
- City of Edinburg State of the City Address: Thursday, April 09, 2026 at 6:00 p.m. at Arts, Culture, and Events (ACE) Center, 315 W. McIntyre St.

B. City Projects

C. Public Announcements

- Edinburg Municipal Court Amnesty Program: February 23, 2026 through April 30, 2026, Monday-Friday from 8:00 a.m. to 5:30 p.m., Edinburg Municipal Court, 100 E. Freddy Gonzalez Dr.
- Outreach Docket "Mobile Court": April 17, 2026 from 2:00 p.m. to 7:00 p.m., El Tule Recreation Center, 700 S. Veterans Blvd.
- New Payment System

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing April 2026, as National Cancer Control Month, as Requested by Doctor's Hospital at Renaissance Health. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing the Harvest Christian Academy Lady Eagles Varsity Basketball Team. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing April 12-18, 2026, as National Public Safety Telecommunications Week, as Requested by the Edinburg Police Department. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings shall have a maximum of three (3) minutes to make his/her remarks.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Multifamily Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being 1.200 Acres out of Lot 3, Section 275, Texas Mexican Railway Company Survey, Located at 801 S. McColl Road, as Requested by Melden & Hunt Inc. [Jaime Acevedo, Director of Planning and Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Lots 3 and 4, Block 1, Original Townsite of Faysville, Hidalgo County Texas, Located at 11911 N. I-69C, as Requested by Irma Montemayor and Pablo Hernandez. [Jaime Acevedo, Director of Planning and Zoning]

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District, the West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 W. Palm Drive, as Requested by Gerardo Aleman Trevino and Veronica Aleman. [Jaime Acevedo, Director of Planning and Zoning]

D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, Being a 3.78 Acre Tract of Land Being a Portion of Lot 11, Acres Bonitos Subdivision, Located at 300 Dawson Drive, as Requested by

Dawson Endeavours, LLC. [Jaime Acevedo, Director of Planning and Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road, as Requested by Mario Serna. [Jaime Acevedo, Director of Planning and Zoning]

8. PUBLIC HEARINGS - ROUTINE ITEMS

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings-Routine Items shall have a maximum of three (3) minutes to make his/her remarks. All Matters Listed Under Public Hearing(s)-Routine Items Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed And Will Be Considered Separately.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Being Lot 10, Block 272, Original Townsite of Edinburg, Located at 413 W. Mahl, as Requested by Lisseth Sesatty. **(A 4/5 vote is required to overturn the Planning and Zoning Commission action.)** [Jaime Acevedo, Director of Planning and Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, Being a Tract of Land Containing 1.072 Acres Situated in the City of Edinburg, Hidalgo County, Texas consisting of: 0.822 of one Acre Being a Part or Portion of Lot 1 and 0.250 of One Acre Being a Part or Portion of Lot 2, All Being Out of Minnie Fenton Subdivision, Located at 2315 E. Monte Cristo Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, Being a 2.02 Acre Tract of Land Out of Lot 3, and Lot 4, Block "B". Amended Map of Edinburg, Located at 1025 N. Business Highway 281 (Closner Blvd), as Requested by Gardenia Apartments, LLC. [Jaime Acevedo, Director of Planning and Zoning]

D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multifamily Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, Being Lots 4 & 5, Stonebrook Estates, Located at 2013 and 2015 Terrica Lane, as Requested by Erica A. Canales. [Jaime Acevedo, Director of Planning and Zoning]

E. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, Being a 0.8809 Acre (38,372.64 Sq. Ft.) Tract of Land, Being the South 60 Feet of a called 13.54 Acre Tract Being That Part Of The West Half (W ½) Of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C, as Requested by Rioplex Engineering, LLC. [Jaime Acevedo, Director of Planning and Zoning]

F. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, Being a 12.44 Acre Tract

of Land Being Out of the Easterly Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C, as Requested by Rioplex Engineering, LLC. [Jaime Acevedo, Director of Planning and Zoning]

G. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, Being 5.99 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

H. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multifamily (RM) District to Commercial General (CG) District, Being 0.98 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

I. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 10.11 Acre Tract of Land, More or Less, Comprised of the Following Two Tracts of Land: Tract 1: The Northeast Quarter of Lot 8, Section 243, out of the Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas. Save and Except: that Portion out of Lot 8, Out of 90.16 Acres Out of Lot 1, 2, and 8, Section 243, Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, Awarded To Hidalgo County Water Control & Improvement District Number 1. Tract 2: That Southeasterly Portion of Lot 8, Section 243, Texas-Mexican Railway Company's Subdivision Of Lands, Hidalgo County, Texas, According to the Map Or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas, Located at 2399 E. Rogers Road, as Requested by Rioplex Engineering LLC. [Jaime Acevedo, Director of Planning and Zoning]

J. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District, Being Lot 2, Block 47, Santa Cruz Gardens Subdivision, Unit No. 2, Hidalgo County, Texas, Located at 1000 W. Farm-To-Market 2812, as Requested by Jose A. Gonzalez. [Jaime Acevedo, Director of Planning and Zoning]

K. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being a 2.69 Acre Tract of Land, Being a Portion of Lot 1, Section 244, Texas- Mexican Railway Company Survey Subdivision Hidalgo County, Texas, Located at 610 E. Monte Cristo Road, as Requested by Jabes Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

9. VARIANCE

A. Consider the Variance Request to the City's Unified Development Code, Article 5, Section 5.301 Dedication of Improvements for Palma Ranch Subdivision Phase I, Being a 28.20 Acres Tract of Land Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Recorded in Volume 1, Page 16, Hidalgo County Map Records, Located at 1101 N. Alamo Road, as Requested by Paul Christopher Arthur. [Jaime Acevedo, Director of Planning and Zoning]

10. AWARDING OF BID

A. Consider Awarding Bid No. 2026-03, Lift Station No.19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090, Funded Through the U.S. Department of Housing and Urban Development Fiscal Year 2024 Community Project Funding Program, to VCCS, LLC in the

Amount Not to Exceed $1,199,813.15 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

B. Consider Awarding Bid No. 2026-04, Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C to Longhorn Excavators, Inc., in the Amount of $2,183,306.21, and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

11. ECONOMIC DEVELOPMENT

A. Consider Approval of Edinburg EDC Budget Amendments for Fiscal Year 2025-2026. [Raudel Garza, EEDC Executive Director]

12. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately.

A. Consider Authorizing the City Manager to Enter Into Job Task Order No. 3 with B2Z Engineering, for Material Testing Services for the Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project in the Amount Not To Exceed $45,384.05, and execute any related documents thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

B. Consider Authorizing the Repairs of El Cibolo Elevated Water Storage Tank from Viking Industrial Painting, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 761-25 in the Amount Not to Exceed $34,800.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

C. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation and Marco Santivanez (Developer) to Provide Fire Protection Services to The Woodlands on Jackson Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

D. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection services to Copper Cove Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

E. Consider Renewal of Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System. [Letty Leija, Director of Library & Cultural Arts]

F. Consider Authorizing the Purchase of Seven (7) Dispatch Terminals (Workstations) for the Edinburg Police Department from XYBIX Systems, Inc, Through the Houston Galveston Area Council (HGAC), Contract No. EC07-23 in the Amount of $160,829.80. [Jaime Ayala, Chief of Police]

G. Consider Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 773-25 in the Amount not to Exceed $290,708.00. [Jaime Ayala, Chief of Police]

H. Consider Awarding Bid No. 2026-05, Mobile Light Towers, Using Fiscal Year 2026 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172702, in the Amount of $82,494 to Rental World, LLC. [Omar Garza, Fire Chief]

I. Consider the Resolution Suspending the May 9, 2026, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement

Interim GRIP Rate Adjustments for Gas Utility Investment in 2025. [Benito Alonzo, Interim City Attorney]

13. OTHER BUSINESS

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

14. EXECUTIVE SESSION

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

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

B. Consultation with City Attorney and Possible Action Regarding Contracts. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

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

D. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property- 1. Workforce Resource Center. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

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

F. Discussion of Duties, Responsibilities, Remuneration, and Possible Action on City Manager Employment Contract with Myra L. Ayala. (Sec. 552.074 Personnel Matters and Sec. 551.071 Consultation with Attorney, Closed Meeting)

OPEN SESSION

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

15. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on March 30, 2025 at 6:30 p.m.

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

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are

requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Proclamation: National Cancer Control Month

1. **Agenda Item:**
   Presentation of Proclamation Recognizing April 2026, as National Cancer Control Month, as Requested by Doctor's Hospital at Renaissance Health. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Cancer remains one of the leading causes of death worldwide, affecting millions of individuals and families each year. National Cancer Control Month serves as an opportunity to raise awareness about cancer prevention, early detection, treatment, and survivorship.

   The Edinburg City Council recognizes the importance of preventive measures and would like to encourage everyone to schedule regular screenings and medical check-ups to help increase the chances of successful treatment and survival.

3. **Staff's Recommendation:**
   Present Proclamation recognizing April 2026 as National Cancer Control Month as Requested by Doctors Hospital at Renaissance Health.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. National Cancer Control Month 2026

PROCLAMATION



NATIONAL CANCER CONTROL

WHEREAS, cancer remains one of the leading causes of death worldwide, affecting millions of individuals and families each year; and,

WHEREAS, National Cancer Control Month serves as an opportunity to raise awareness about cancer prevention, early detection, treatment, and survivorship; and,

WHEREAS, many forms of cancer can be prevented through healthy lifestyle choices, including regular physical activity, a balanced diet, avoiding tobacco use, and limiting alcohol consumption; and,

WHEREAS, early detection through regular screenings and medical check-ups significantly increases the chances of successful treatment and survival; and,

WHEREAS, healthcare professionals, researchers, caregivers, and advocates continue to work tirelessly to advance cancer research, improve treatment options, and support those affected by cancer; and,

WHEREAS, communities play a vital role in supporting individuals and families impacted by cancer by promoting education, compassion, and access to care.

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

NATIONAL CANCER CONTROL MONTH

and encourage all citizens to join in efforts to promote cancer awareness, prevention, early detection, and support for those affected by cancer.

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 7th day of April, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation Recognizing the Lady Eagles Varsity Basketball Team

1. **Agenda Item:**
   Presentation of Proclamation Recognizing the Harvest Christian Academy Lady Eagles Varsity Basketball Team. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The Harvest Christian Academy (HCA) Lady Eagles Varsity Basketball high school team has an enrollment of 60 students, has played against high schools with 1500–3000 students enrolled and won the majority of those games, ending the season with a 40-2 record.

   The HCA Lady Eagles' coaching staff is composed of Head Coach Jaime Gonzalez and Assistant Coach Juan Landa.

   The Edinburg City Council would like to recognize the Harvest Christian Academy Lady Eagles Varsity Basketball Team for their accomplishments.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing Harvest Christian Academy Lady Eagles Varsity Basketball Team.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Harvest Christian Academy Lady Eagles 2026

PROCLAMATION



HARVEST CHRISTIAN ACADEMY
LADY EAGLES

WHEREAS, Harvest Christian Academy was established in 1999 with the vision of partnering with parents in raising children in a Christian environment and for the glory of God; and,

WHEREAS, Harvest Christian Academy (HCA) Lady Eagles' varsity basketball team competed for the first time in TAPPS 1A basketball in 2005; and,

WHEREAS, the HCA Lady Eagles' varsity basketball team high school has an enrollment of 60 students, has played against high schools with 1500-3000 students enrolled and won the majority of those games, ending the season with a 40-2 record; and,

WHEREAS, the HCA Lady Eagles' varsity basketball team and coaching staff put in countless hours of practice and preparation to bring the team to the State Competition level; and,

WHEREAS, the HCA Lady Eagles' varsity basketball team is made up of an amazing group of young ladies, (Seniors) Jamie Gonzalez, Kezia Leal, Catalina Bernal, Adilylah Gonzalez (Sophomores) Ava Cisneros, Anissa Sanchez, and Stephanie Munoz, (Freshmen) Amber Gonzalez, Madison Moron, and Alesandra Reyes; and,

WHEREAS, the HCA Lady Eagles' varsity basketball team will have 5 out of the 10 players back for the next season to make a run to defend the State title, and will compete in the toughest season schedule; and,

WHEREAS, the HCA Lady Eagles' coaching staff is comprised of Head Coach Jaime Gonzalez, and Assistant Coach Juan Landa, and Benamin Perez; and,

WHEREAS, the HCA Lady Eagles' Varsity Basketball team is the first basketball team in the Rio Grande Valley to win a State Title, and now holds FOUR State Titles.

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

HARVEST CHRISTIAN ACADEMY
LADY EAGLES

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 7th day of April, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation Recognizing National Telecommunicators Week

1. **Agenda Item:**
Presentation of Proclamation Recognizing April 12-18, 2026, as National Public Safety Telecommunications Week, as Requested by the Edinburg Police Department. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Telecommunicators have devoted their lives to ensuring public safety, and the second week of April is designated to acknowledge and celebrate their unwavering commitment and hard work. In June 2019, Governor Greg Abbott signed House Bill 1090, officially classifying Telecommunicators as first responders. These professionals serve as the unseen first line of defense, consistently working to protect our community and save lives.

Telecommunications, also known as 9-1-1 Operators, Dispatchers, or Communication Operators, must think and respond rapidly in crisis situations, often providing a calming voice to reassure confused, frightened, or distressed callers. Throughout the unprecedented challenges posed by the coronavirus pandemic, Telecommunicator have remained steadfast in their dedication to delivering essential services to the citizens of Edinburg.

The Edinburg City Council would like to recognize the vital role of Telecommunicators, and express their gratitude for their invaluable service.

Year-to-date statistics:
911 Emergency Calls: **48,868**
Police Department Line Calls: **236,000**
Calls for Service: **59,841**
Fire Calls: **3,340**

3. **Staff's Recommendation:**
Presentation of Proclamation Recognizing April 12-18, 2026, as National Telecommunicators Week.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Elias Martinez,
Communication Manager

Attachments:
A. Telecommunicator's Week 2026

PROCLAMATION



NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 12-18, 2026

WHEREAS, Telecommunicators are responsible for answering both emergency and non-emergency calls for police and fire services; and,

WHEREAS, Telecommunicators must accurately relay information to field officers and firefighters to facilitate the protection of life and the preservation of property; and,

WHEREAS, the safety of citizens, officers, and firefighters relies heavily on the quality and accuracy of the information provided by Telecommunicators; and,

WHEREAS, Telecommunicators are required to utilize their training and education to make critical emergency decisions that address the specific requests and needs of callers; and,

WHEREAS, Telecommunicators must maintain composure and professionalism while managing emergency calls and crisis situations, including active shooter incidents, major accidents, and violent crimes; and,

WHEREAS, Telecommunicators play a vital role in the apprehension of criminals by transmitting essential information to field officers; and,

WHEREAS, Telecommunicators manage local, state, and national databases containing information on wanted individuals; and,

WHEREAS, Telecommunicators are skilled in monitoring multiple radio frequencies simultaneously; and,

WHEREAS, in the face of unprecedented challenges, including increased call volumes, staffing retention issues, and expanding responsibilities, telecommunications professionals have demonstrated steadfast dedication to delivering essential services to the citizens of Edinburg; and,

WHEREAS, The Edinburg Police Telecommunicators have answered 48,868 Emergency Calls, 236,000 Police Department Line Calls, 59, 841 Calls to Service, and 3,340 Fire Calls year to date.

NOW, THEREFORE, I, Omar Ochoa, MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize April 12-18, 2026 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in honor of the men and women, whose diligence and professionalism keep the City of Edinburg and the citizens safe.

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 7th day of April, 2026.

CITY OF EDINBURG, TEXAS

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS
Agenda Item No: 7.A.
Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Multifamily Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being 1.200 Acres out of Lot 3, Section 275, Texas Mexican Railway Company Survey, Located at 801 S. McColl Road, as Requested by Melden & Hunt Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the south side of W. Sprague Street, approximately 800 feet south of W. McColl Road. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The requested zoning is Residential, Multifamily (RM) District. This district is a high-intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). This property has a total frontage of 50.02 feet along W. Sprague Street and a lot depth of 1045.00 feet for a total area of 1.200 acres. Currently, the property is vacant. The applicant is requesting to utilize the property for multi-family uses.

Adjacent zoning is Residential, Primary (RP) District to the north, south and west, and Residential, Multifamily (RM) District to the east. Surrounding land uses consists of single-family residential uses and commercial uses. The Future Land Use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, February 27, 2026, and received three comments against this request at the time this report was prepared. A petition of adjoining property owners opposing this rezoning request has been provided for the City Council's consideration. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Auto Urban Uses toMultifamily Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto Urban Uses to Multifamily Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

APPLICANT: K&Z Developers LLC

AGENT: Melden & Hunt Inc.

LEGAL: Being 1.200 Acres out of Lot 3, Section 275, Texas Mexican Railway Company Survey

LOCATION: Located at 801 S. McColl Road

LOT/TRACT SIZE: 1.200 acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Multifamily (RM) District

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto Urban Uses to Multifamily Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN & HUNT INC.

EVALUATION

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

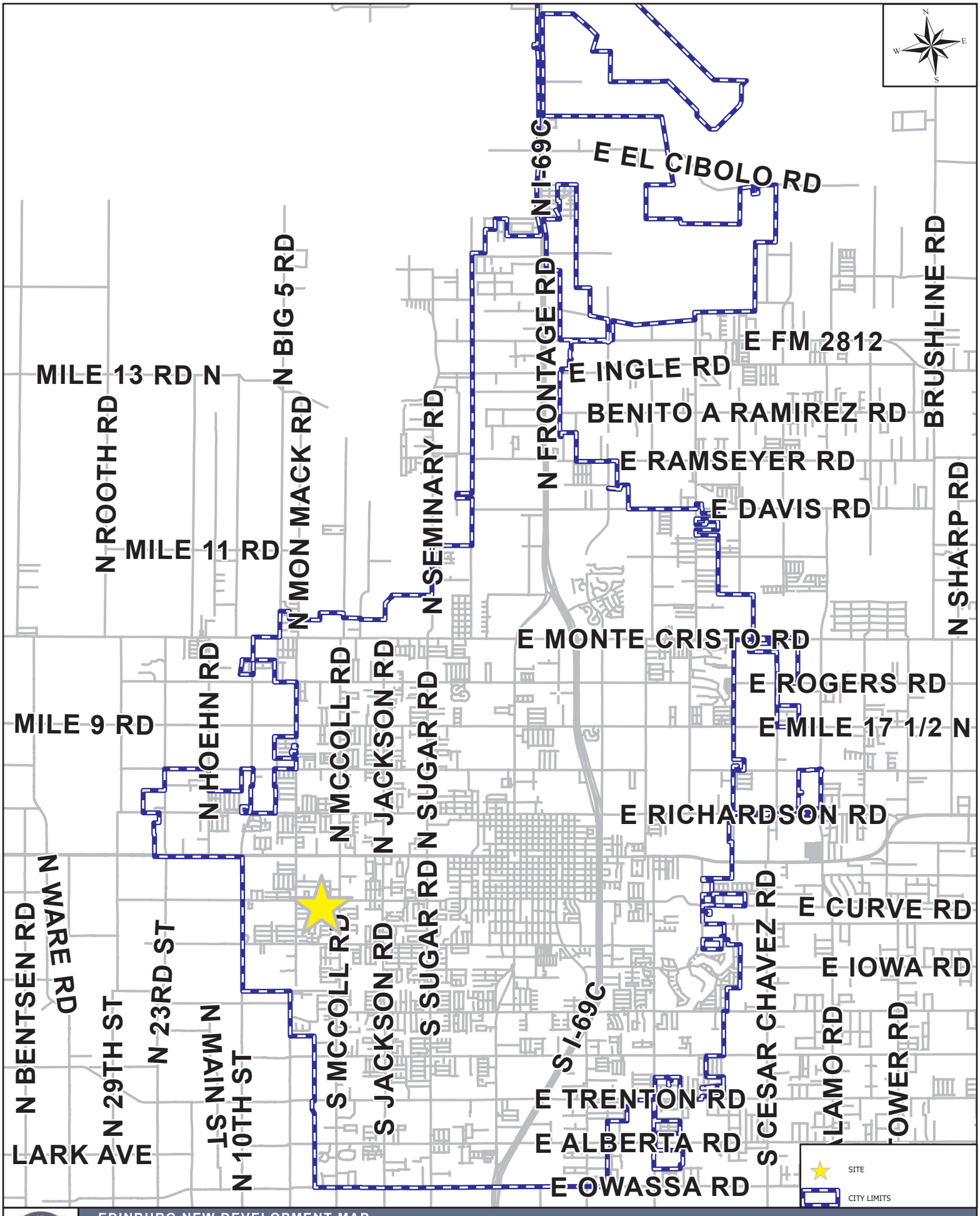
1. The property is currently vacant.

2. Surrounding land consists of single-family residential uses and commercial uses.

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

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

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, February 27, 2026, and received three comments against this request at the time this report was prepared. A petition of adjoining property owners opposing this rezoning request has been provided for the City Council's consideration. Notice of this public hearing was published in the newspaper on February 11, 2026.



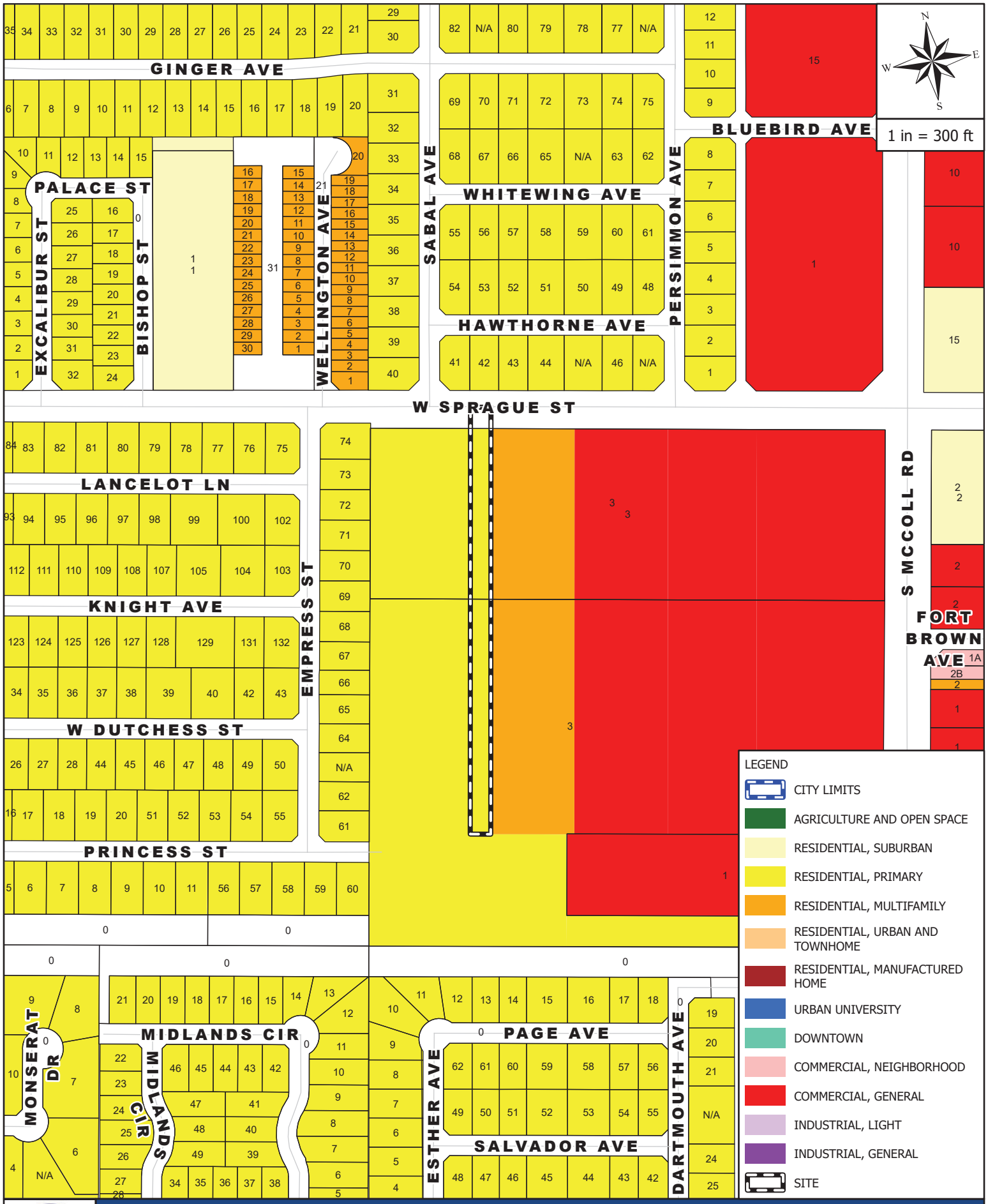
EDINBURG NEW DEVELOPMENT MAP

801 S MCCOLL RD



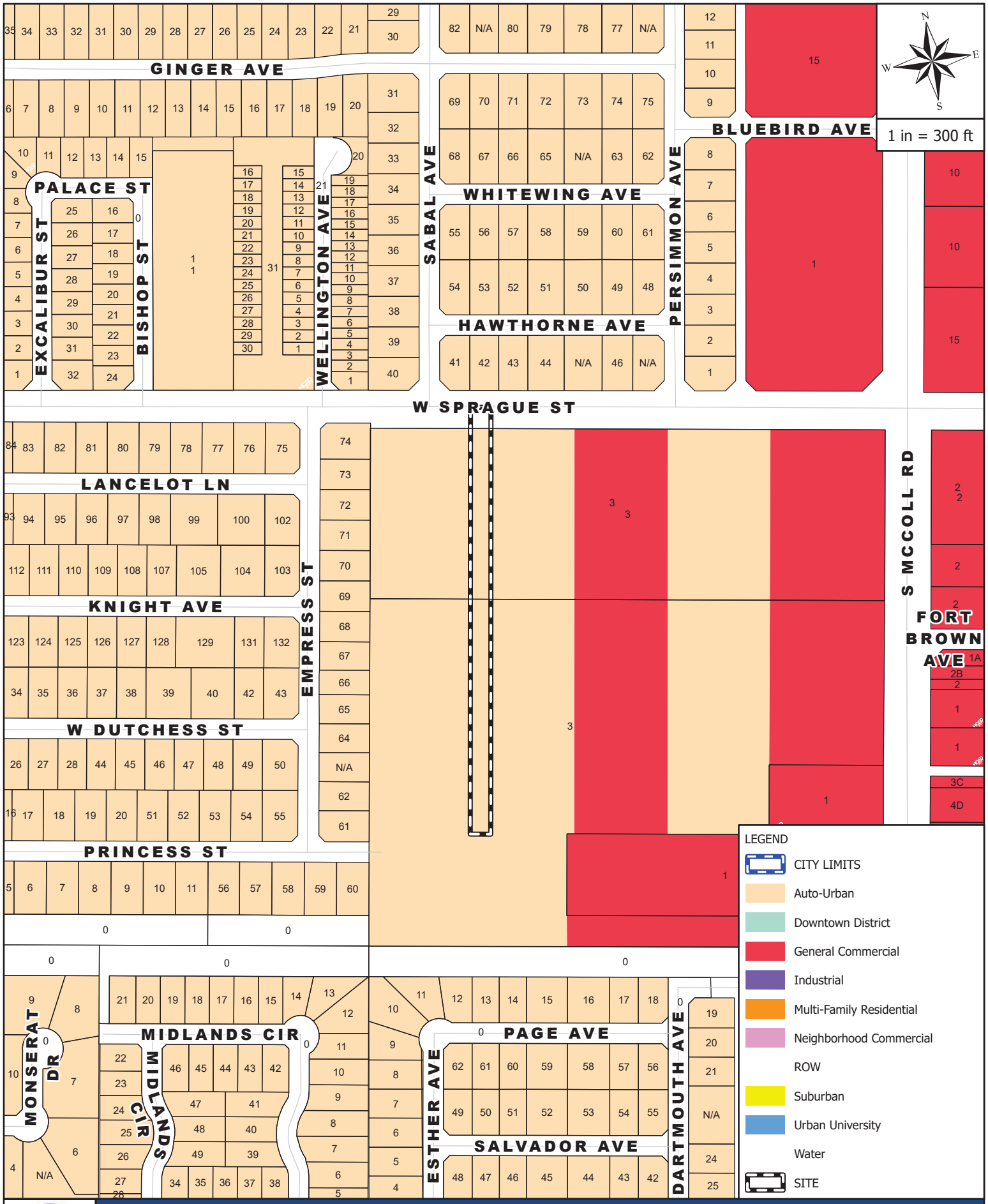
AERIAL MAP

801 S MCCOLL RD



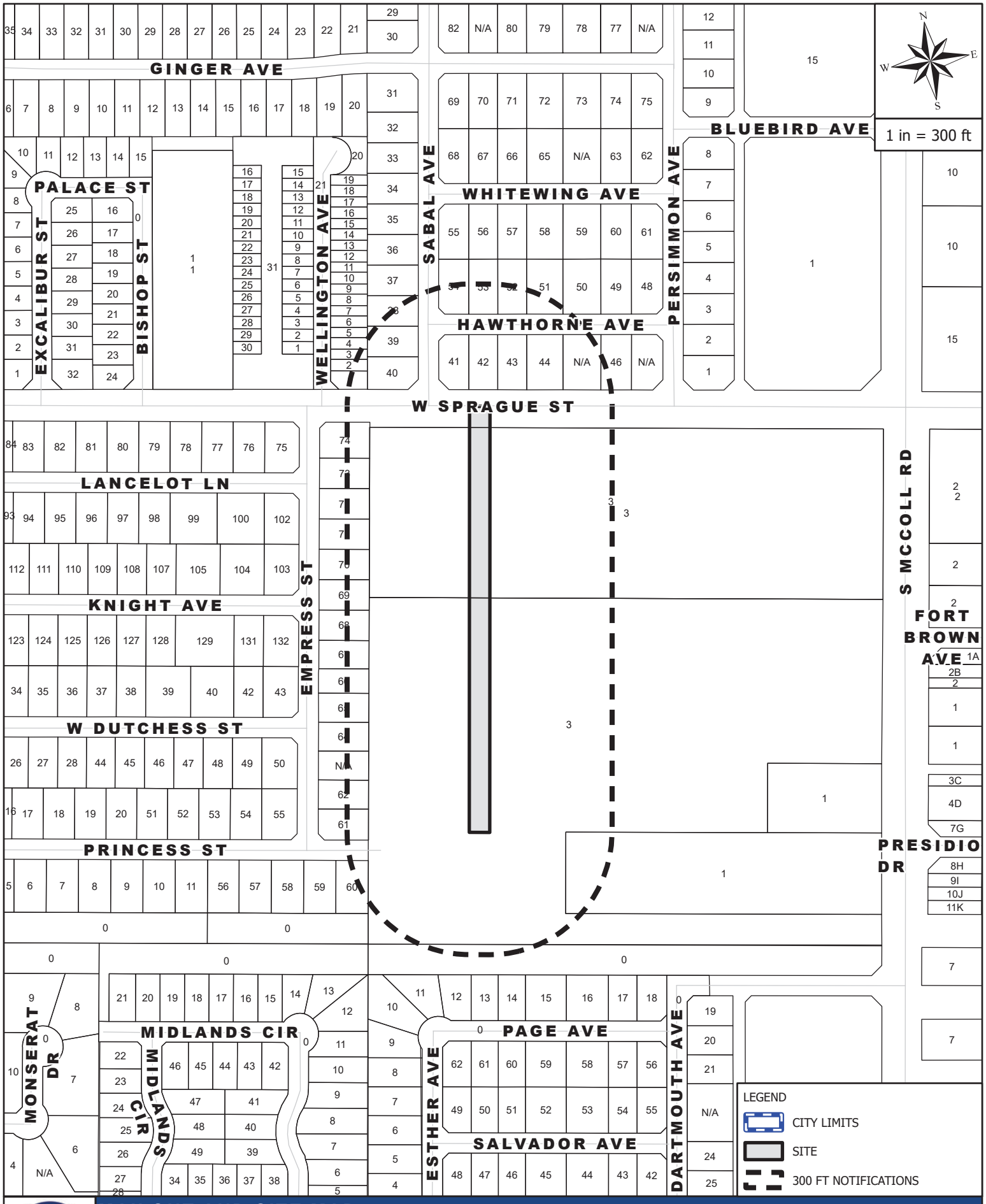
ZONING MAP

801 S MCCOLL RD



FUTURE LANDUSE MAP

801 S MCCOLL RD



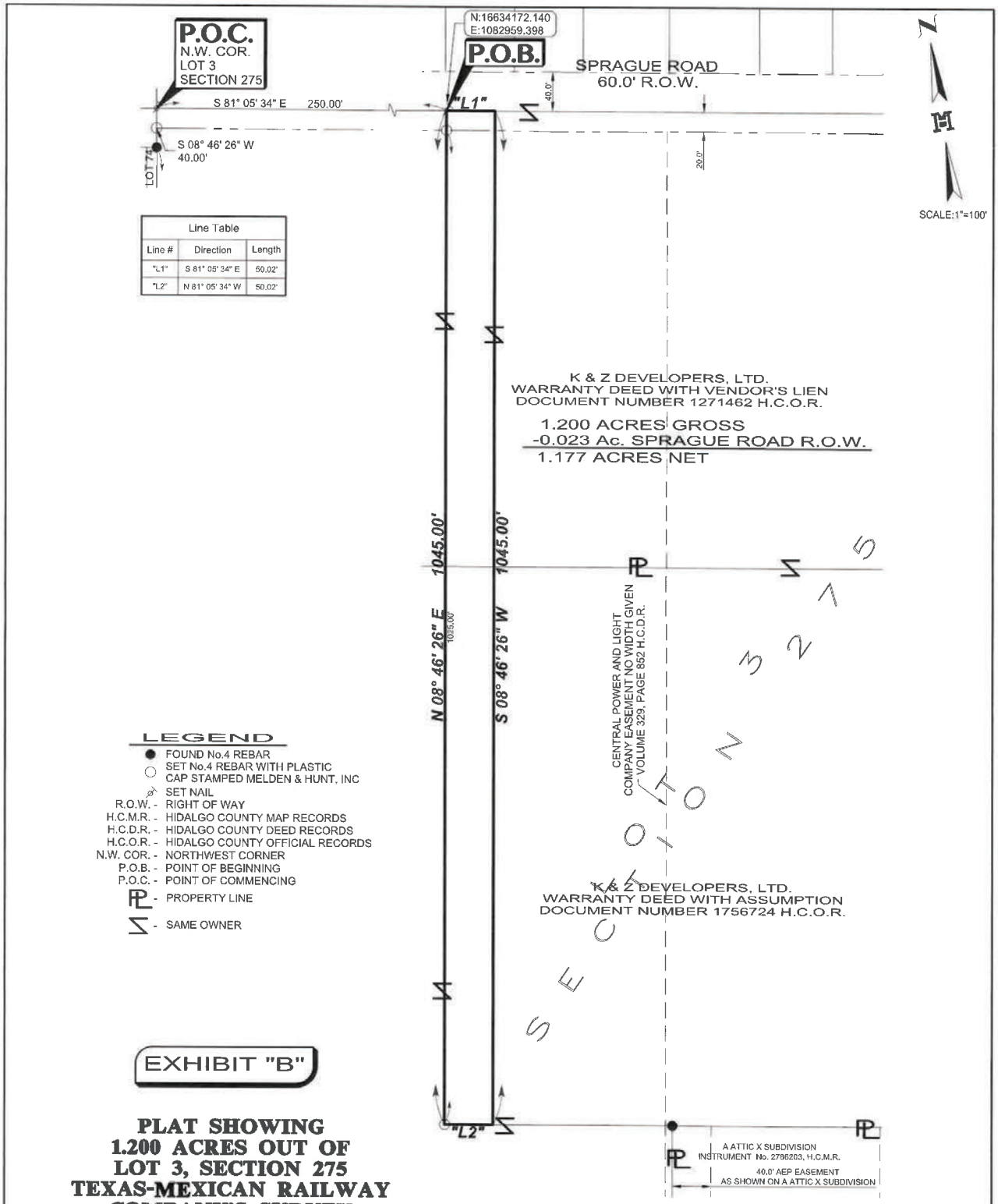
MAILOUT AND SITE MAP

801 S MCCOLL RD

Rezoning Request Site Photo

Melden & Hunt, INC
801 S. McColl Rd.





LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- PL - PROPERTY LINE
- S - SAME OWNER

EXHIBIT "B"

PLAT SHOWING 1.200 ACRES OUT OF LOT 3, SECTION 275 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 74, VICTORIA HEIGHTS SUBDIVISION PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41, PAGE 45, H.C.M.R. AND THE NAIL SET AT THE NORTHEAST CORNER OF THIS 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 ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

I, ROBERTO N. TAMEZ, 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 8/5/2024 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 01/26/2026

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

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10095600

REF.JOB No. 24109.07 COZ
DATE: 01/26/2026
JOB No. 25226.00
FILE NAME: 25226.00 COZ
DRAWN BY: J.G., M.L.S.

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

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[UNKNOWN SENDER] Rezoning

SP

Stephanie Pena [redacted]

To planning@cityofedinburg.com

Reply | Reply All | Forward | •••

Tue 3/3/2026 12:16 PM

We removed extra line breaks from this message.

I oppose the rezoning of the lot located at 801 S McColl Rd as requested by Melden and Hunt. I will await a response from you. Stephanie Peña [redacted] Sent from my iPhone

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, March 12, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO MULTIFAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING 1.200 ACRES OUT OF LOT 3, SECTION 275, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 801 S. MCCOLL ROAD, AS REQUESTED BY MELDEN & HUNT INC.

This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot).

This request is scheduled to be heard by the **City Council on Tuesday, April 7, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, March 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, March 11, 2026

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: Too many apartments around. Brings value down to Residential homes around the area and homeowners pay most on taxes.

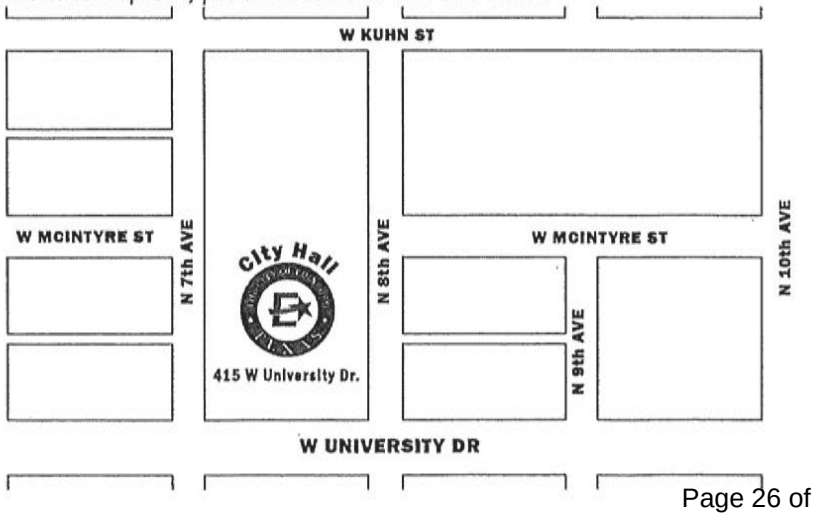
Print Name: Sandra Haro Phone No. [redacted]

Address: [redacted] 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



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

Comments: Too many multifamily residential. Streets is a two-way Sprague St. Traffic will be terrible!

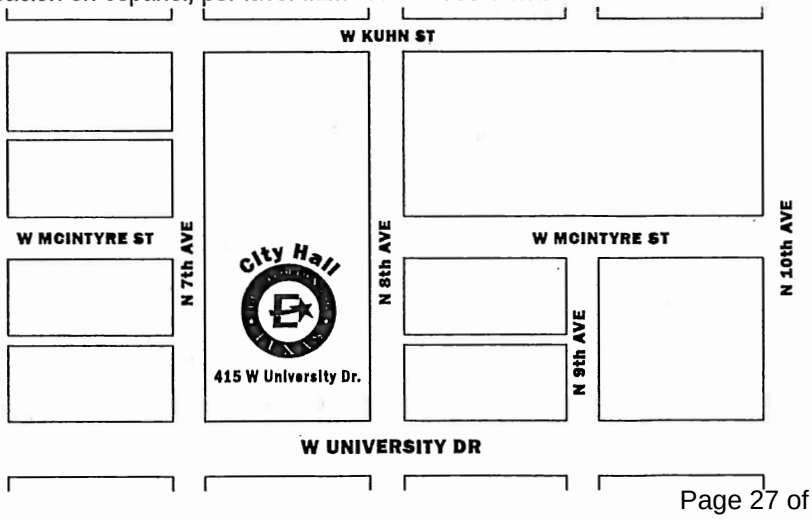
Print Name: Robertha Hard Phone No. [redacted]

Address: [redacted] 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



Name	City	State	Postal Code	Country	Signed On
K V	Edinburg	TX	78539	United States	3/2/2026
Rick Huerta	Edinburg	TX	78539	United States	3/2/2026
Perla Benitez	Edinburg	TX	78539	United States	3/2/2026
Leo Rodriguez	Edinburg	TX	78539	United States	3/2/2026
CLARISSA LONGORIA	Edinburg	TX	78539	United States	3/2/2026
Janelle Beltran	Edinburg	TX	78539	United States	3/2/2026
Victoria Nava	Edinburg	TX	78539	United States	3/2/2026
Aissa Hinojosa	Edinburg	TX	78539	United States	3/2/2026
Yolanda Gomez	Edinburg	TX	78539	United States	3/2/2026
Melissa Gomez	Edinburg	TX	78539	United States	3/2/2026
Alicia Alejandro	Edinburg	TX	78539	United States	3/2/2026
Analiz Vargas	Edinburg	TX	78539	United States	3/2/2026
Richard Costello	Edinburg	TX	78539	United States	3/2/2026
Gilbert Valadez	Edinburg	TX	78539	United States	3/2/2026
Laura Pedraza	Edinburg	TX	78539	United States	3/2/2026
Myriam Villarreal	Edinburg	TX	NULL	United States	3/2/2026
Anabel Costello	Edinburg	TX	78539	United States	3/2/2026
Ana Gutierrez	Edinburg	TX	78539	United States	3/2/2026
Marisol K	Edinburg	TX	78539	United States	3/2/2026
Jessica Porras	Edinburg	TX	78539	United States	3/2/2026
Carolyn Castillo	Edinburg	TX	78539	United States	3/2/2026
Stephanie Peqa	Edinburg	TX	78539	United States	3/2/2026
Yanira Islas	Edinburg	TX	78539	United States	3/2/2026
Maria Sandoval	Edinburg	TX	78539	United States	3/2/2026
Amy Trevino	Edinburg	TX	78539	United States	3/2/2026
Christina Zaremba	Edinburg	TX	78539	United States	3/2/2026
Roxanna Vasquez- Lucio	Edinburg	TX	78539	United States	3/2/2026
Alma Zuniga	Edinburg	TX	78539	United States	3/2/2026
Sonia Casas	Edinburg	TX	78539	United States	3/2/2026
Nisreen Ibrahim	Edinburg	TX	78539	United States	3/2/2026
Isabel Hernandez	Edinburg	TX	78539	United States	3/2/2026
Jonah Goldberg	Edinburg	TX	78539	United States	3/2/2026
Paula Quintanilla	Edinburg	TX	78539	United States	3/2/2026
Jennifer perez	Edinburg	TX	78539	United States	3/2/2026
Pablo Solis	Edinburg	TX	78539	United States	3/2/2026
Elizabeth Pedraza	Edinburg	TX	78539	United States	3/2/2026
Idalia Canales	Edinburg	TX	78539	United States	3/2/2026
E P	Edinburg	TX	78539	United States	3/2/2026
Omar Cavazos	Edinburg	TX	78539	United States	3/2/2026
Irene Ho	Edinburg	TX	78539	United States	3/2/2026
Eli Falcon	Edinburg	TX	78539	United States	3/2/2026
Rachel Navarro	Edinburg	TX	78539	United States	3/2/2026
Elizabeth Gallardo Muqoz	Edinburg	TX	78539	United States	3/2/2026
elva montero	Edinburg	TX	78539	United States	3/2/2026
Aldo Valadez	Edinburg	TX	78539	United States	3/2/2026
Joel Lucio	Edinburg	TX	78539	United States	3/2/2026

Jorge castro	Edinburg	TX	78539	United States	3/2/2026
Gabriel Lopez	Edinburg	TX	78539	United States	3/2/2026
Jeffrey De Groot	Edinburg	TX	78539	United States	3/2/2026
Manju Joseph	Edinburg	TX	78539	United States	3/2/2026
George Quintanilla	Edinburg	TX	78539	United States	3/3/2026
Jose Soto Jr	Edinburg	TX	78539	United States	3/3/2026
Sandra Soto	Edinburg	TX	78539	United States	3/3/2026
Maryiel Garcia	Edinburg	TX	78539	United States	3/3/2026
Brittany Brooks	Edinburg	TX	78539	United States	3/3/2026
Vanessa Cavazos	Edinburg	TX	78539	United States	3/3/2026
Jorge A Ortegon	Edinburg	TX	78539	United States	3/3/2026
Antony Antony Mathew	Edinburg	TX	78539	United States	3/3/2026
Rosy Rivas	Edinburg	TX	78539	United States	3/3/2026
Anahit Galstyan	Edinburg	TX	78539	United States	3/3/2026
Janie Ramirez-Rangel	Edinburg	TX	78539	United States	3/3/2026
Carmen Orendain	Edinburg	TX	78539	United States	3/3/2026
Olivia palacios	Edinburg	TX	78539	United States	3/3/2026
Joseph Orendain	Edinburg	TX	78539	United States	3/3/2026
Juan Cruz	Edinburg	TX	78539	United States	3/3/2026
Sonia seeds	Edinburg	TX	78539	United States	3/3/2026
Rosie Cardenas	Edinburg	TX	78539	United States	3/3/2026
Jeff seeds	Edinburg	TX	78539	United States	3/3/2026
Wendy Trevino	Edinburg	TX	78539	United States	3/3/2026
Elizabeth G	Edinburg	TX	78539	United States	3/3/2026
Julio Salazar	Edinburg	TX	78539	United States	3/3/2026
Javier Munoz Jr	Edinburg	TX	78539	United States	3/3/2026
Criselda Orozco	Edinburg	TX	78539	United States	3/3/2026
Jenny Huang	Edinburg	TX	78539	United States	3/3/2026
Nancy Polvi	Edinburg	TX	78539	United States	3/3/2026
Delia Perez	Edinburg	TX	78539	United States	3/3/2026
Alayna Rodriguez	Edinburg	TX	78539	United States	3/3/2026
Juan Ozuna	Edinburg	TX	78539	United States	3/3/2026
Eduardo Cabrera	Edinburg	TX	78539	United States	3/3/2026
Abner G	Edinburg	TX	78539	United States	3/3/2026
Olga Cardoso-Vasquez	Edinburg	TX	78539	United States	3/3/2026
Karim valdez	Edinburg	TX	78539	United States	3/3/2026
Alan Loredo	Edinburg	TX	78539	United States	3/3/2026
Tamer Oraby	Edinburg	TX	78539	United States	3/3/2026
Leonor cancino	Edinburg	TX	78539	United States	3/3/2026
Aaron Alaniz	Edinburg	TX	78539	United States	3/3/2026
Alan Trevino	Edinburg	TX	78539	United States	3/3/2026
Eirasema Salinas	Edinburg	TX	78539	United States	3/3/2026
J. Robert Gonzalez	Edinburg	TX	78539	United States	3/3/2026
Jesus Hinojosa	Edinburg	TX	78539	United States	3/3/2026
Juan cantu	Edinburg	TX	78539	United States	3/3/2026
Rolando Vergara	Edinburg	TX	78539	United States	3/3/2026
David Guajardo	Edinburg	TX	78539	United States	3/3/2026

Dee M	Edinburg	TX	78539	United States	3/3/2026
Omar Vasquez	Edinburg	TX	78539	United States	3/3/2026
Norma Saenz	Edinburg	TX	78539	United States	3/3/2026
Yvonne Chang	Edinburg	TX	78539	United States	3/3/2026
Omar Islas	Edinburg	TX	78539	United States	3/3/2026
Adeila Gonzalez	Edinburg	TX	78539	United States	3/3/2026
Maria C Gonzalez	Edinburg	TX	78539	United States	3/3/2026
Xinmin chen	Edinburg	TX	78539	United States	3/3/2026
Sergio Pena	Edinburg	TX	78539	United States	3/3/2026
Aimee Trejo	Edinburg	TX	78539	United States	3/3/2026
Alberto Mendoza	Edinburg	TX	78539	United States	3/3/2026
Adriana Engel	Edinburg	TX	78539	United States	3/3/2026
Bobby Jacob	Edinburg	TX	78539	United States	3/3/2026
Tracy Lee Atkinson	Rio Hondo	TX	78583	United States	3/3/2026
Homer Solis	Edinburg	TX	78539	United States	3/3/2026
Shuxia Li	Edinburg	TX	78539	United States	3/3/2026
Ivonne Solis	Edinburg	TX	78539	United States	3/3/2026
Jose garcia	Edinburg	TX	78539	United States	3/3/2026
Diana Cavazos	San Benito	TX	78586	United States	3/3/2026
Carmen Gonzalez	Edinburg	TX	78539	United States	3/3/2026
Michelle Garza	Edinburg	TX	78539	United States	3/3/2026
Jojo Philip	Edinburg	TX	78539	United States	3/3/2026
Kassandra Garza	Edinburg	TX	78539	United States	3/3/2026
Jiddin Philip	Edinburg	TX	78539	United States	3/3/2026
Paloma Philip	Edinburg	TX	78539	United States	3/3/2026
Leonel Tamez	Edinburg	TX	78539	United States	3/3/2026
George Qiao	Edinburg	TX	78539	United States	3/3/2026
Jessica Ramos	Edinburg	TX	78541	United States	3/3/2026
Elibariki nguma	Edinburg	TX	78539	United States	3/3/2026
Samuel Navarro	Edinburg	TX	78539	United States	3/3/2026
Jose Elias Almeida	Edinburg	TX	78539	United States	3/3/2026
Karina Almeida	Edinburg	TX	78539	United States	3/3/2026
Michael Rodriguez	Edinburg	TX	78539	United States	3/3/2026
Laura Garza	Edinburg	TX	78539	United States	3/3/2026
Justeen Simons	San Antonio	TX	78248	United States	3/3/2026
Jovin Joseph	Edinburg	TX	78539	United States	3/3/2026
San Juana Corona	Edinburg	TX	78539	United States	3/3/2026
Jennifer Trejo	Edinburg	TX	78539	United States	3/3/2026
Fermin Cantu	Edinburg	TX	78539	United States	3/3/2026
Pablo garza	Edinburg	TX	78539	United States	3/3/2026
Gerardo Garza	Edinburg	TX	78539	United States	3/3/2026
Osie Salinas	Edinburg	TX	78539	United States	3/3/2026
Heather Hunsberger	Edinburg	TX	78539	United States	3/3/2026
Doris VALDEZ	Edinburg	TX	78539	United States	3/3/2026
Mireya Goris	Edinburg	TX	78539	United States	3/3/2026
Elizabeth Goldberg	Edinburg	TX	78539	United States	3/3/2026
Alejandro palacios	Edinburg	TX	78539	United States	3/3/2026

Gerardo garza jr	Edinburg	TX	78539	United States	3/3/2026
Patricia Robles	Edinburg	TX	78539	United States	3/3/2026
Javier Robles	Edinburg	TX	78539	United States	3/3/2026
Jaime Cortez	Edinburg	TX	78539	United States	3/3/2026
Anthony Vargas	Edinburg	TX	78539	United States	3/3/2026
Lisbeth Rogers	Edinburg	TX	78539	United States	3/3/2026
Eva Yzaguirre	Edinburg	TX	78539	United States	3/3/2026
Karen Yagdjian	Edinburg	TX	78539	United States	3/3/2026
Melissa Rios	Edinburg	TX	78539	United States	3/3/2026
Christopher Coleman	Edinburg	TX	78539	United States	3/3/2026
Nerissa Rios	Edinburg	TX	78539	United States	3/3/2026
Santiago Yzaguirre	Edinburg	TX	78539	United States	3/3/2026
Nan Xiao	Edinburg	TX	78541	United States	3/3/2026
Zhili Nie	Edinburg	TX	78541	United States	3/3/2026
Irene Robledo	Edinburg	TX	78539	United States	3/3/2026
Mia Xiao	Edinburg	TX	78539	United States	3/3/2026
Blake Hensler	Edinburg	TX	78539	United States	3/3/2026
Ray Mendoza	Edinburg	TX	78539	United States	3/3/2026
Nestor trevino	Edinburg	TX	78541	United States	3/3/2026
Aydee herrera	Edinburg	TX	78539	United States	3/3/2026
ALMA Robledo	Edinburg	TX	78539	United States	3/3/2026
Sweetie B	Edinburg	TX	78539	United States	3/3/2026
Jose Eduardo Cabrera	Edinburg	TX	78539	United States	3/3/2026
Oscar Moreno	Pharr	TX	78577	United States	3/4/2026
Mirtha Flores	Edinburg	TX	78539	United States	3/4/2026
Eva Coleman	Edinburg	TX	78539	United States	3/4/2026
Albert Pena	Edinburg	TX	78539	United States	3/4/2026
Anna ortiz	Edinburg	TX	78539	United States	3/4/2026
Abraham Philip	Edinburg	TX	78539	United States	3/4/2026
Alice Perez	Edinburg	TX	78539	United States	3/4/2026
Catalina Cordero	Edinburg	TX	78539	United States	3/4/2026
jeannette canales	Edinburg	TX	78542	United States	3/4/2026
Armandina Benavidez	Edinburg	TX	78539	United States	3/5/2026
Alia Benavidez	Edinburg	TX	78539	United States	3/5/2026
Evan perez	Edinburg	TX	78539	United States	3/5/2026
Issa Benavidez	San Antonio	TX	78240	United States	3/5/2026
Claudia Meza	Edinburg	TX	78539	United States	3/5/2026
Robert Hinojosa	Edinburg	TX	78539	United States	3/5/2026
Maria Elizabeth Hinojosa	Edinburg	TX	78539	United States	3/5/2026
Jasson Caltzontzint	Edinburg	TX	78539	United States	3/5/2026
Laura torres	Mission	TX	78573	United States	3/5/2026
Villacana Elogia	San Antonio	TX	78212	United States	3/5/2026
Deannette Cortez	Edinburg	TX	78539	United States	3/5/2026
Nora Aguilar	Edinburg	TX	78539	United States	3/5/2026
Alexandra G.	Edinburg	TX	78539	United States	3/5/2026
Rosalia Rohr	Edinburg	TX	78539	United States	3/5/2026
Cindy Rodriguez	McAllen	TX	78504	United States	3/5/2026

Mina R	Zephyrhills	FL	33541	United States	3/5/2026
Mathew kotut	Edinburg	TX	78539	United States	3/5/2026
Genoveva de la Rosa	Edinburg	TX	78541	United States	3/6/2026
Judith Guetzow	Edinburg	TX	78539	United States	3/6/2026
Cristina Henderson	Harlingen	TX	78552	United States	3/7/2026
Genesis Genesis Rodriguez	San Benito	TX	78586	United States	3/7/2026
Jorge Botello	Edinburg	TX	78539	United States	3/8/2026
Kendra Guerrero	Weslaco	TX	78596	United States	3/9/2026
Joel Chavez	San Juan	TX	78589	United States	3/10/2026
Delainy knable	Monument	CO	80132	United States	3/10/2026
nitu shanmugam	City of Saint Peters	MO	63376	United States	3/10/2026
Claudia Acosta	Fayetteville	GA	30214	United States	3/11/2026
Nicole Arteaga	Mission	TX	78573	United States	3/11/2026
haasini Muthurajarajan	Tracy	CA	95377	United States	3/11/2026
Mateo Requenez				United States	3/11/2026
Leslie Young	McAllen	TX	78501	United States	3/11/2026
Devanae Martinez	McAllen	TX	78504	United States	3/11/2026
Asia Baker	Cleveland Heights	OH	44118	United States	3/12/2026
anette treviqo	Edinburg	TX	78539	United States	3/12/2026
nazli bedolla	Powder Springs	GA	30127	United States	3/12/2026
Jaylah Montemayor	Edinburg	TX	78539	United States	3/12/2026
Zhuldyz Almas	Los Angeles	CA	90017	United States	3/12/2026
Nelson Diaz	Dallas	TX	75270	United States	3/12/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING 1.200 ACRES OUT OF LOT 3, SECTION 275, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 801 S. MCCOLL ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and 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 all of Being 1.200 Acres out of Lot 3, Section 275, Texas Mexican Railway Company Survey, Located at 801 S. McColl Road from Residential, Primary (RP) District to 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District, and 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 Residential, Primary (RP) 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 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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING 1.200 ACRES OUT OF LOT 3, SECTION 275, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 801 S. MCCOLL ROAD, SHOULD BE FOR MULTIFAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto Urban Uses to Multifamily Residential Uses and,

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

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

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

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

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

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

(1) Population growth requiring more Multifamily Residential Uses;

(2) Expansion and development of Multifamily Residential Uses.

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

proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS
Agenda Item No: 7.B.
Comprehensive Plan Amendment and Rezoning Request - Irma Montemayor and Pablo Hernandez

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being Lots 3 and 4, Block 1, Original Townsite of Faysville, Hidalgo County Texas, Located at 11911 N. I-69C, as Requested by Irma Montemayor and Pablo Hernandez. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the east side of N. I-69C, approximately 100 feet south of Washington Avenue. The property is currently zoned Agriculture and Open Space (AO) District. This property was annexed into the City Limits of Edinburg on December 10, 2013. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 50 feet along N. I-69C and a lot depth of 140 feet for a total area of 7,000 square feet. Currently, a single-family residential building sits vacant at the property. The applicant is requesting to utilize the property for commercial office uses.

Adjacent zoning is Agriculture and Open Space (AO) District in all surrounding areas. Surrounding land uses consist of single-family residential uses. The Future Land Use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection,

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

APPLICANT: Irma Montemayor and Pablo Hernandez.

AGENT: Not Applicable

LEGAL: Being Lots 3 and 4, Block 1, Original Townsite of Faysville

LOCATION: Located at 11911 N. I-69C

LOT/TRACT SIZE: 7,000 square feet

CURRENT USE: Single Family Residential Building

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
IRMA MONTEMAYOR AND PABLO HERNANDEZ

EVALUATION

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

1. The property currently has a vacant single family residential building on the property.

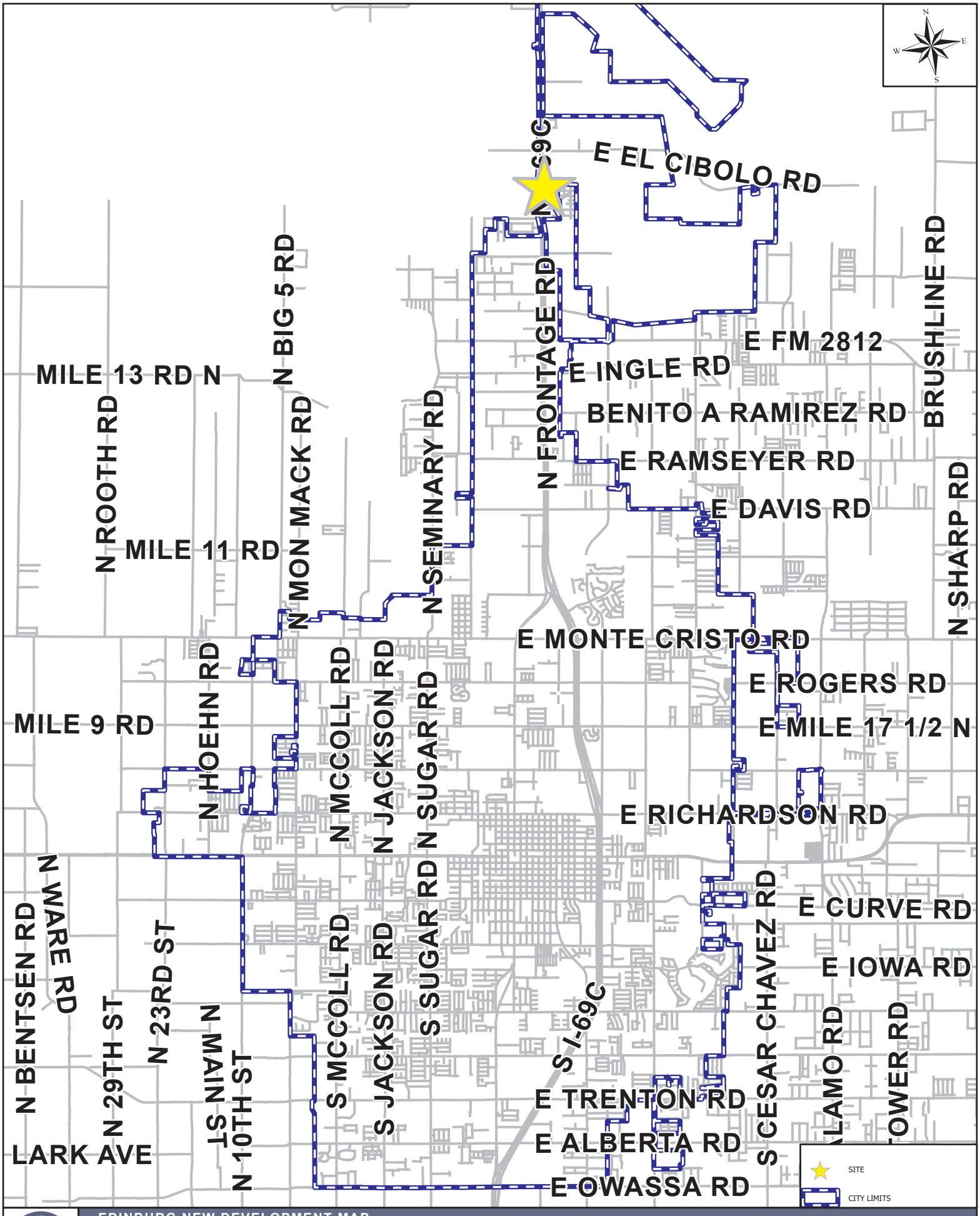
2. Surrounding land consists of single-family residential uses.

3. This property is located along N. I-69C (Expressway)

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

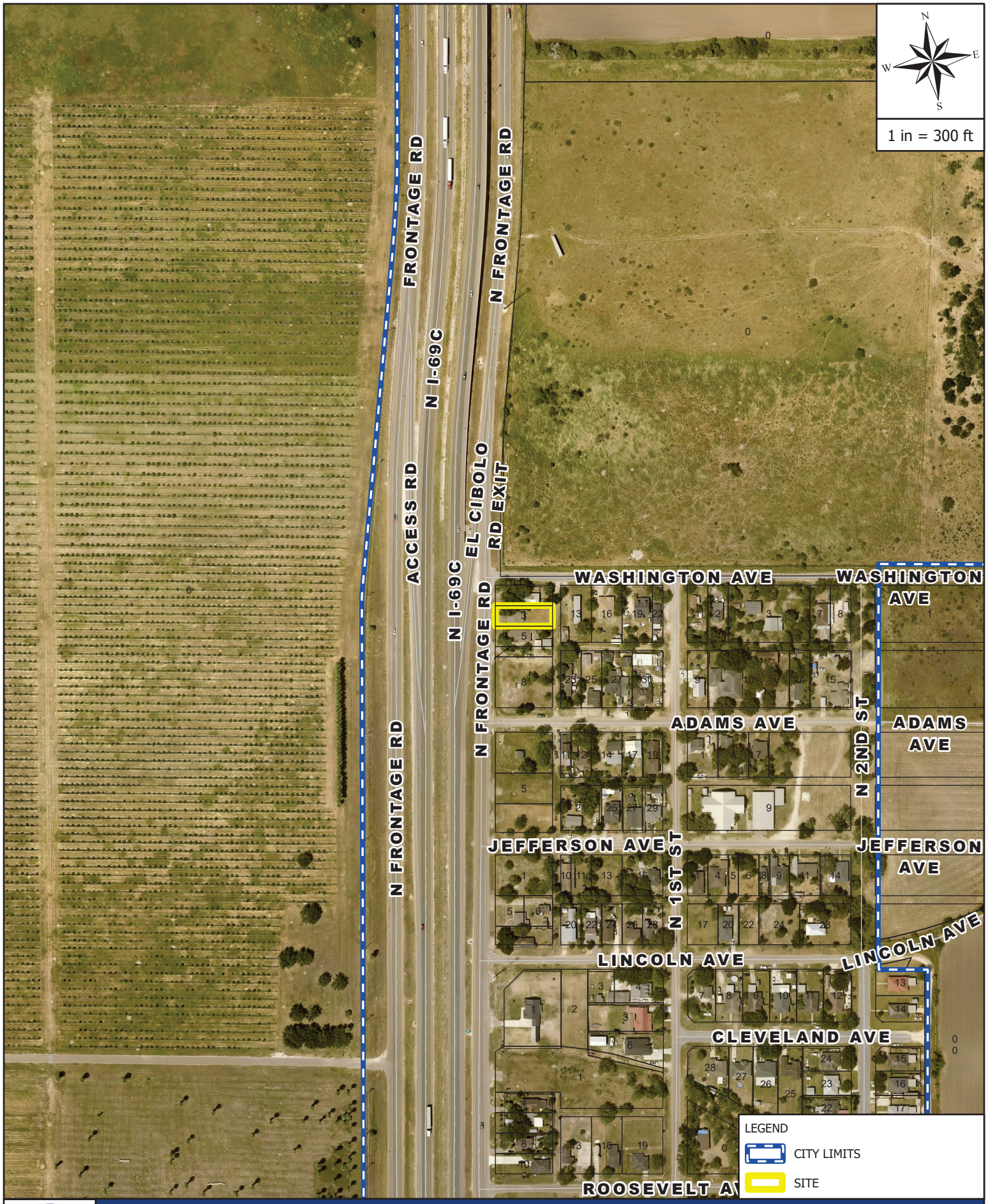
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant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

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



EDINBURG NEW DEVELOPMENT MAP

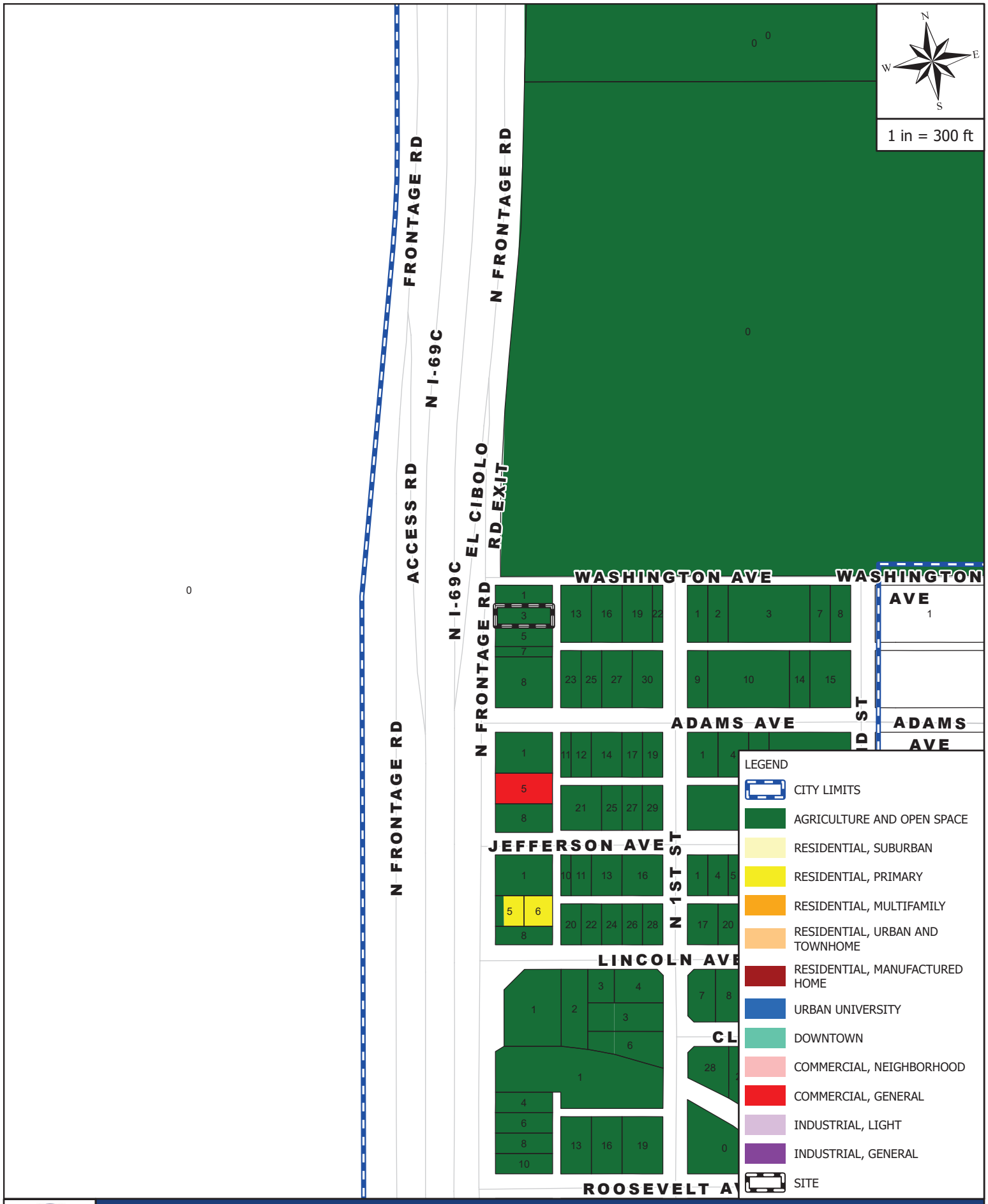
11911 N I-69C



THE CITY OF EDINBURG TEXAS

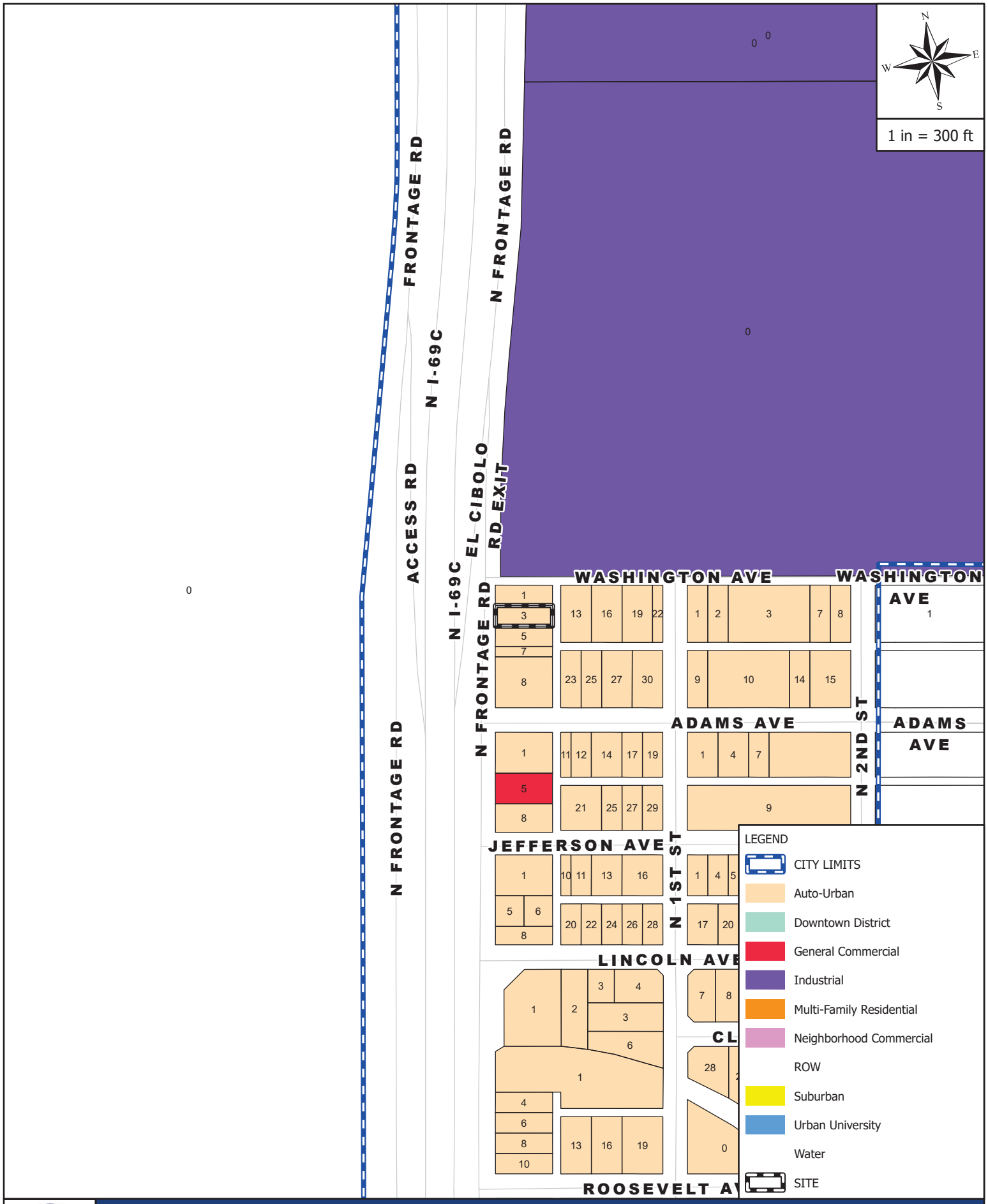
AERIAL MAP

11911 N I-69C



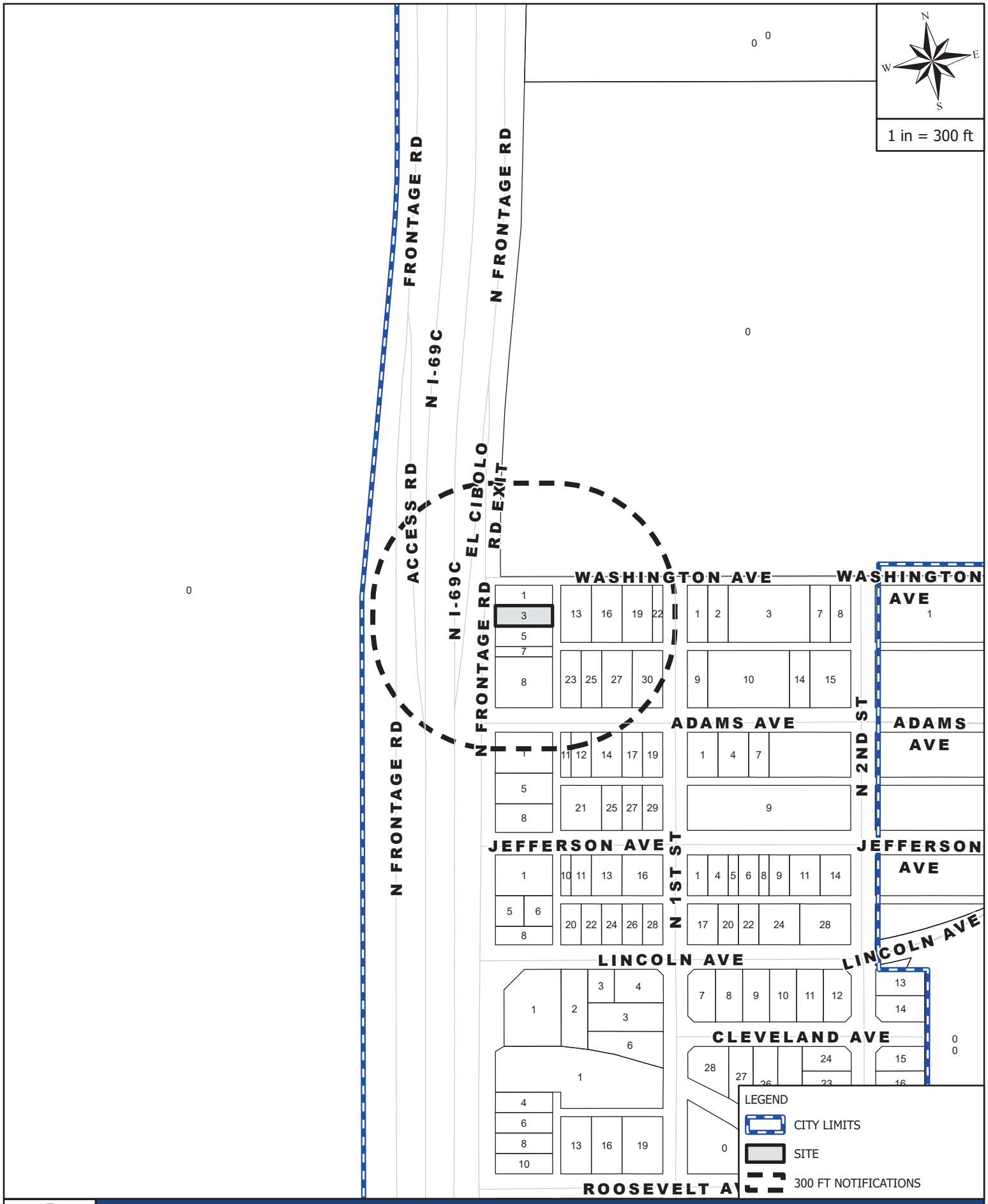
ZONING MAP

11911 N I-69C



FUTURE LANDUSE MAP

11911 N I-69C



MAILOUT AND SITE MAP

11911 N I-69C

Rezoning Request Site Photo

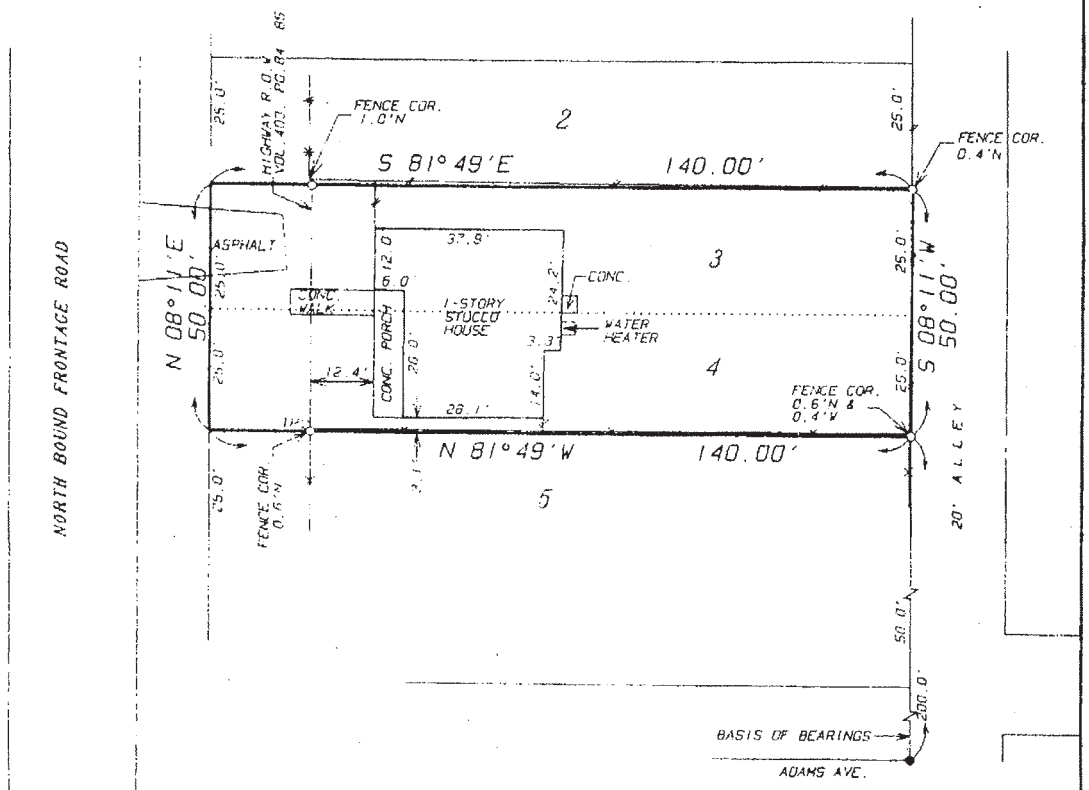
Irma Montemayor
11911 N I-69C



16407

LEGEND

- ● Found 1/2" iron rod
- ○ Set 1/2" iron rod with a plastic cap stamped "R&A"
- Chainlink fence
- Wood fence
- Iron fence
- TP Telephone pedestal
- ● Found 1/2" iron pipe



SURVEY PLAT OF
LOTS 3 AND 4
BLOCK 1
ORIGINAL TOWNSITE OF FAYSVILLE
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 3, PAGE 20, H.C.M.R.

THIS SURVEY WAS PREPARED WITH THE USE OF A TITLE COMMITMENT PREPARED BY OTHERS ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN, AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN) OF FIRM COMMUNITY PANEL No.480334 0125 D REVISED TO REFLECT LOMR DATED JANUARY 30, 200

REYNALDO ROBLES, R.P.L.S. #4032

PREPARED FOR: DAVID RODRIGUEZ

RA ROBLES AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PHONE (956) 968-2422
FAX (956) 969-2011

© COPYRIGHT 2007

SURVEYED: 10-23-07	DRAWN BY: LO/10-24-07
SCALE: 1"=30'	JOB No. 16407
TITLE COMMITMENT No. 3127140	REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

21H16
HISCOX
105H
2FT

HIGHWAY 281
TH BOUND FRONTAGE ROAD
N 08° 05' E
140.00'
N 81° 49' W
S 08° 11' W
S 81° 49' E
140.00'
25.0'
CONC
PORCH
1-STORY
STUCCO
HOUSE
WATER
HEATER
CONC
ASPHALT
1-office sign
FENCE COR.
0.6'N &
0.4'W
FENCE COR.
1.0'N
R.O.W.
4
3
2

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOTS 3 AND 4, BLOCK 1, ORIGINAL TOWNSITE OF FAYSVILLE, HIDALGO COUNTY TEXAS, LOCATED AT 11911 N I-69C, 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 Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lots 3 and 4, Block 1, Original Townsite of Faysville, Hidalgo County Texas, Located at 11911 N I-69C 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 February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they **approved t**he 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 April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District, and 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 the Commercial, General (CG) District.

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

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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: 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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING LOTS 3 AND 4, BLOCK 1, ORIGINAL TOWNSITE OF FAYSVILLE, HIDALGO COUNTY TEXAS, LOCATED AT 11911 N I-69C, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS
Agenda Item No: 7.C.
Comprehensive Plan Amendment and Rezoning Request - Gerardo Aleman Trevino and Veronica Aleman

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District, the West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 W. Palm Drive, as Requested by Gerardo Aleman Trevino and Veronica Aleman. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located on the north side of W. Palm Drive, approximately 2,130 feet west of N. Frontage Road. The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. This lot has 150 feet of frontage along W. Palm Drive and a lot depth of 1,452 feet for a total lot area of 5 acres. The requested zoning designation is the Industrial, Light (IL) District, which is intended to accommodate light industrial and heavy commercial uses. These uses include, but are not limited to, warehousing, wholesaling, machine shops, and building material/lumberyards. The applicant is requesting the zone change to establish a warehouse at this location.

Adjacent zoning is Industrial, General (IG) District to the north and west, with Residential, Suburban (RS) District to the east and south. Surrounding land consists of residential uses, industrial uses, and vacant land. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, January 30, 2026, and received no comments in favor and 6 against. In addition, a written petition that consists of 12.5% **of** the property owners within the 300 feet radius was received at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission recommended with a vote of 5-1 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District based on adjacent zoning districts, the Future Land Use map, and the character

of the area. The industrial uses with frontage along W. Palm Drive are part of the North Industrial Park Subdivision, in which most lots use Constitution Drive. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

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

Attachments:
A. City Council Agenda Packet Attachments_Redacted
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION –
02/12/2026 CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/04/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District

APPLICANT: Gerardo Aleman Trevino and Veronica Aleman

AGENT: Not Applicable

LEGAL: The West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, According to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas

LOCATION: 513 W. Palm Drive

LOT/TRACT SIZE: 5.00 acres

CURRENT USE: Vacant

PROPOSED USE: Warehouse

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District

REZONING REQUEST
GERARDO ALEMAN TREVINO
AND
VERONICA ALEMAN

EVALUATION

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

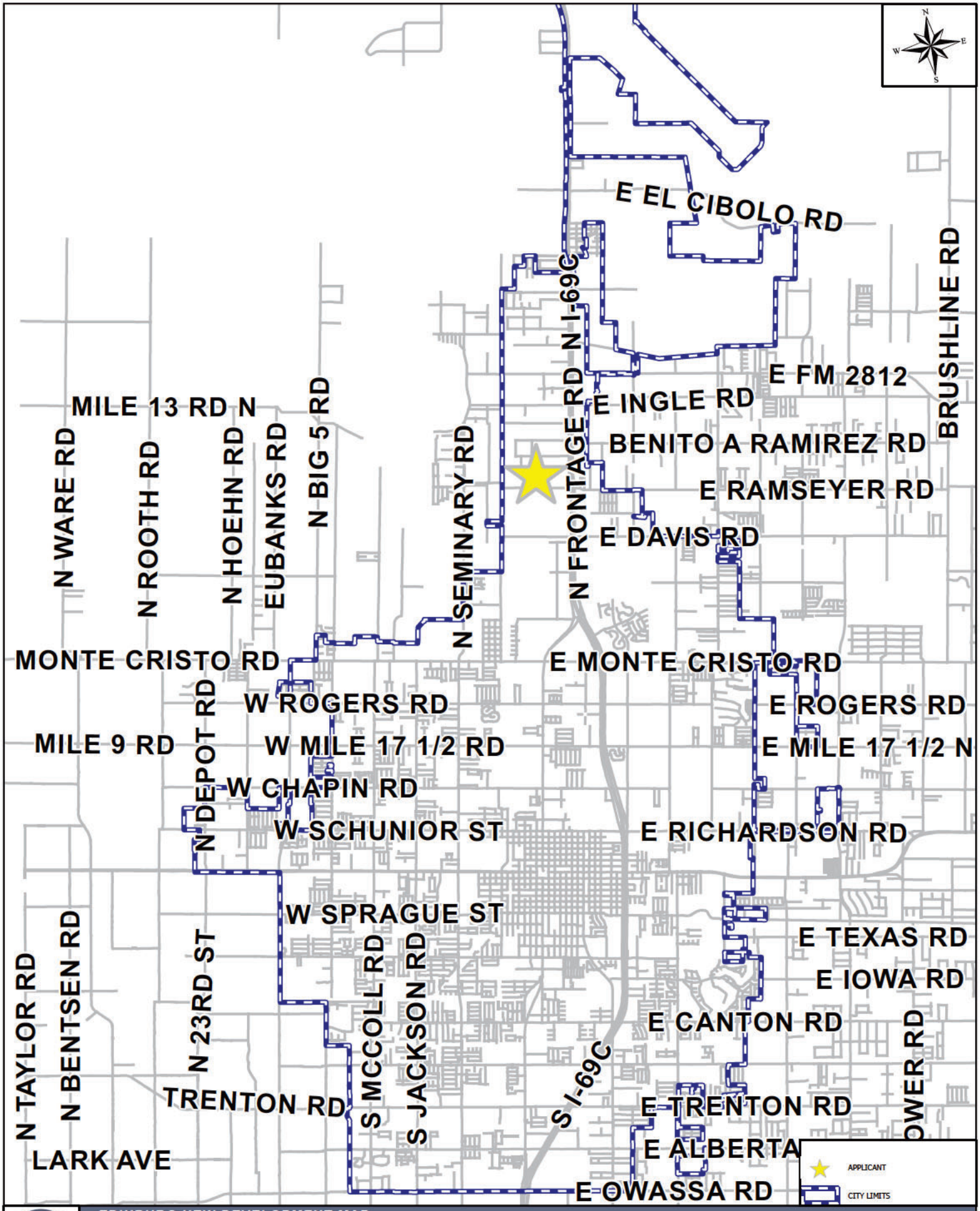
1. The applicant is requesting the zone change to establish a warehouse at this location.

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

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

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Industrial Uses and the Rezoning Request from Residential, Suburban (RS) District to Industrial, Light (IL) District based on adjacent zoning districts, the Future Land Use map, and the character of the area. The industrial uses with frontage along W. Palm Drive are part of the North Industrial Park Subdivision, in which most lots use Constitution Drive. 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.

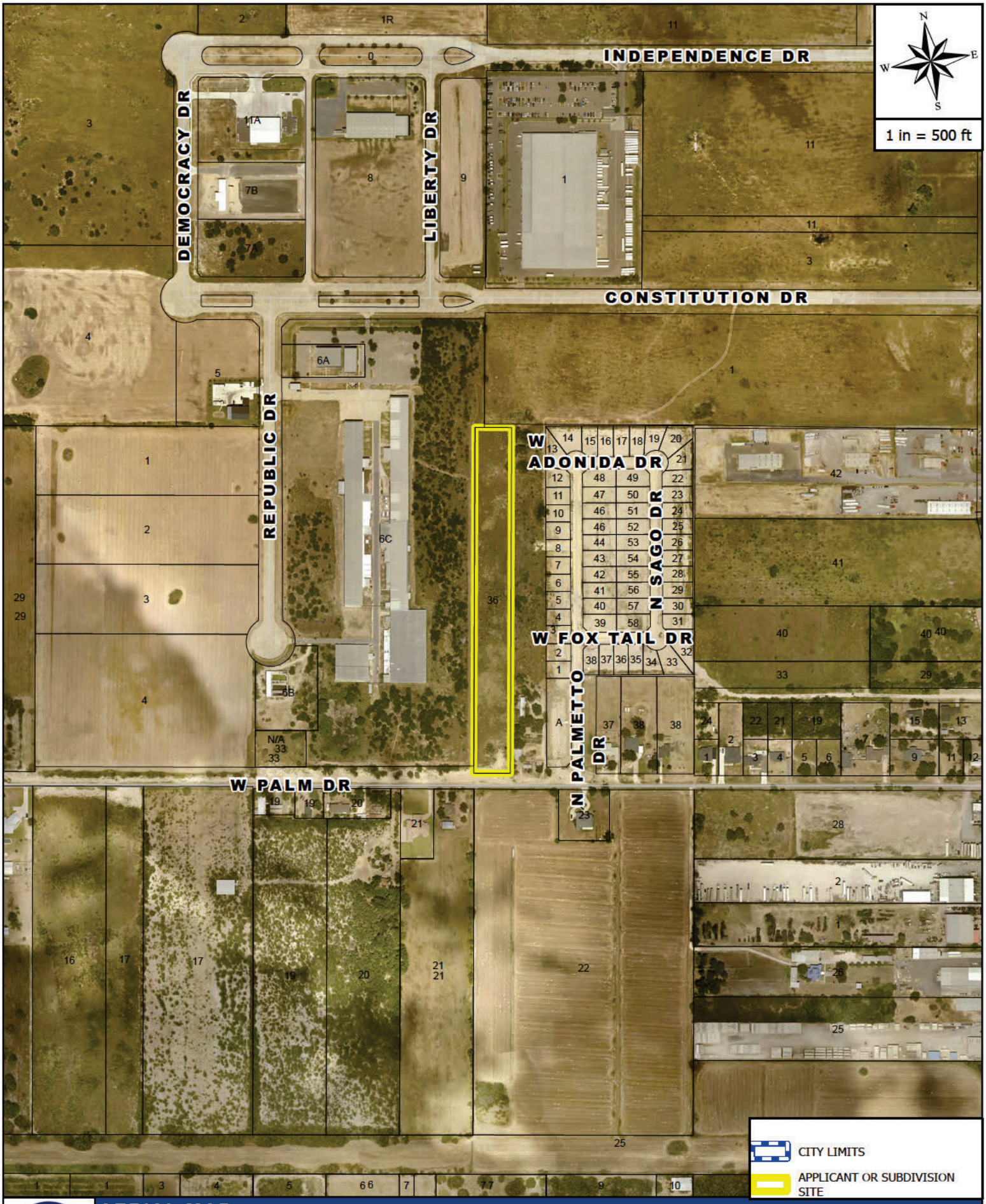
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EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

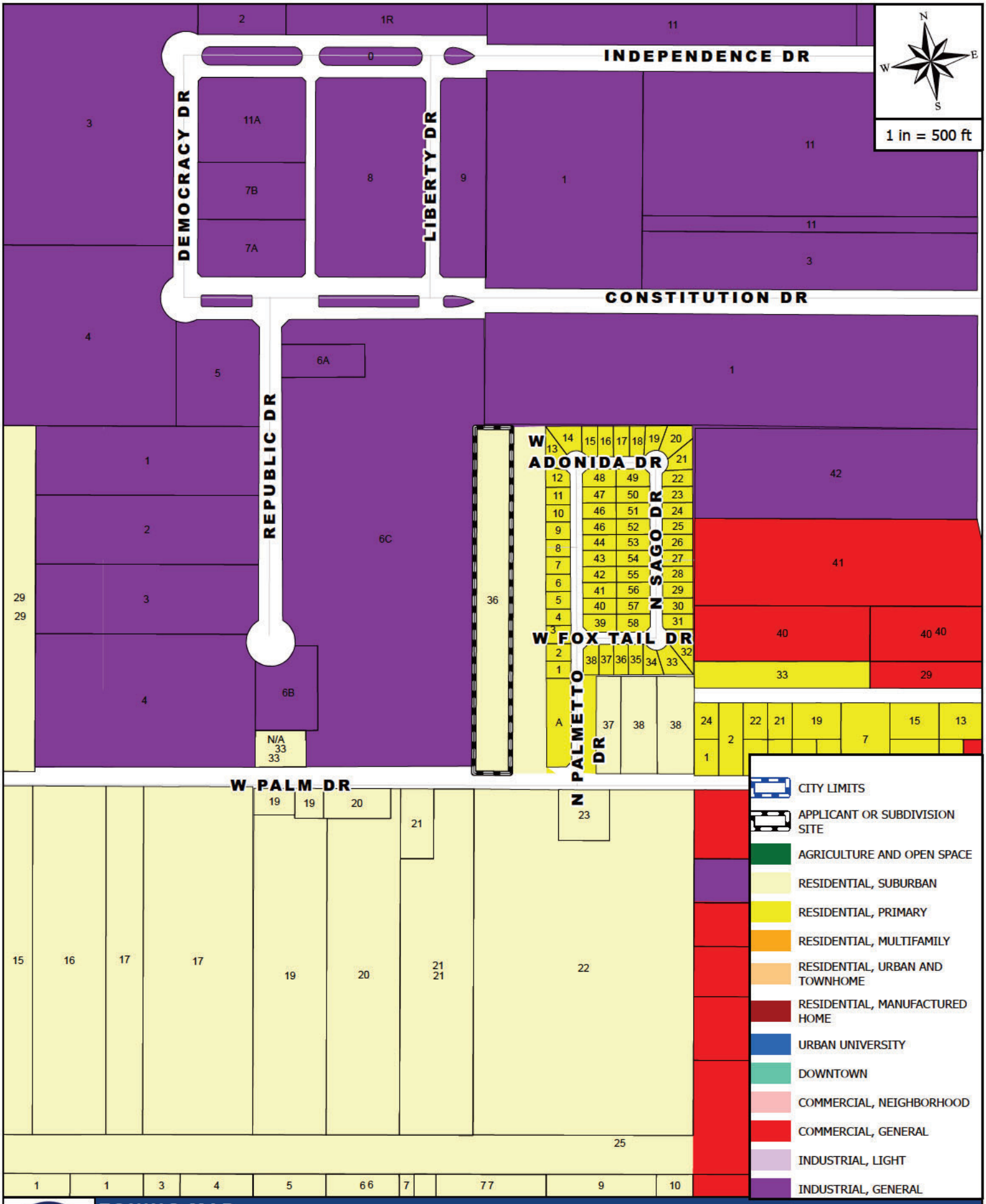
RZNE-2025-0274 513 W PALM



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

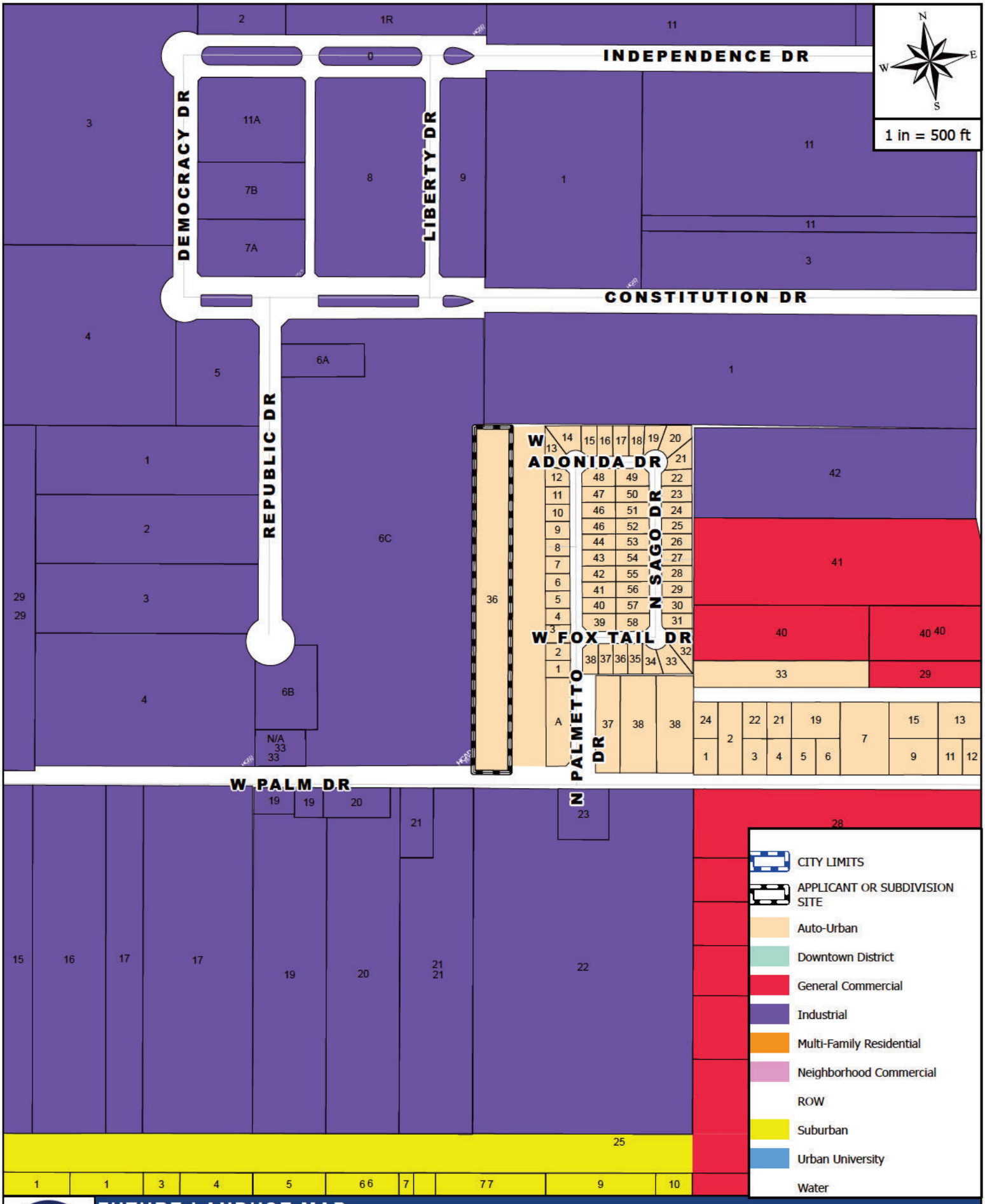
RZNE-2025-0274 513 W PALM



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

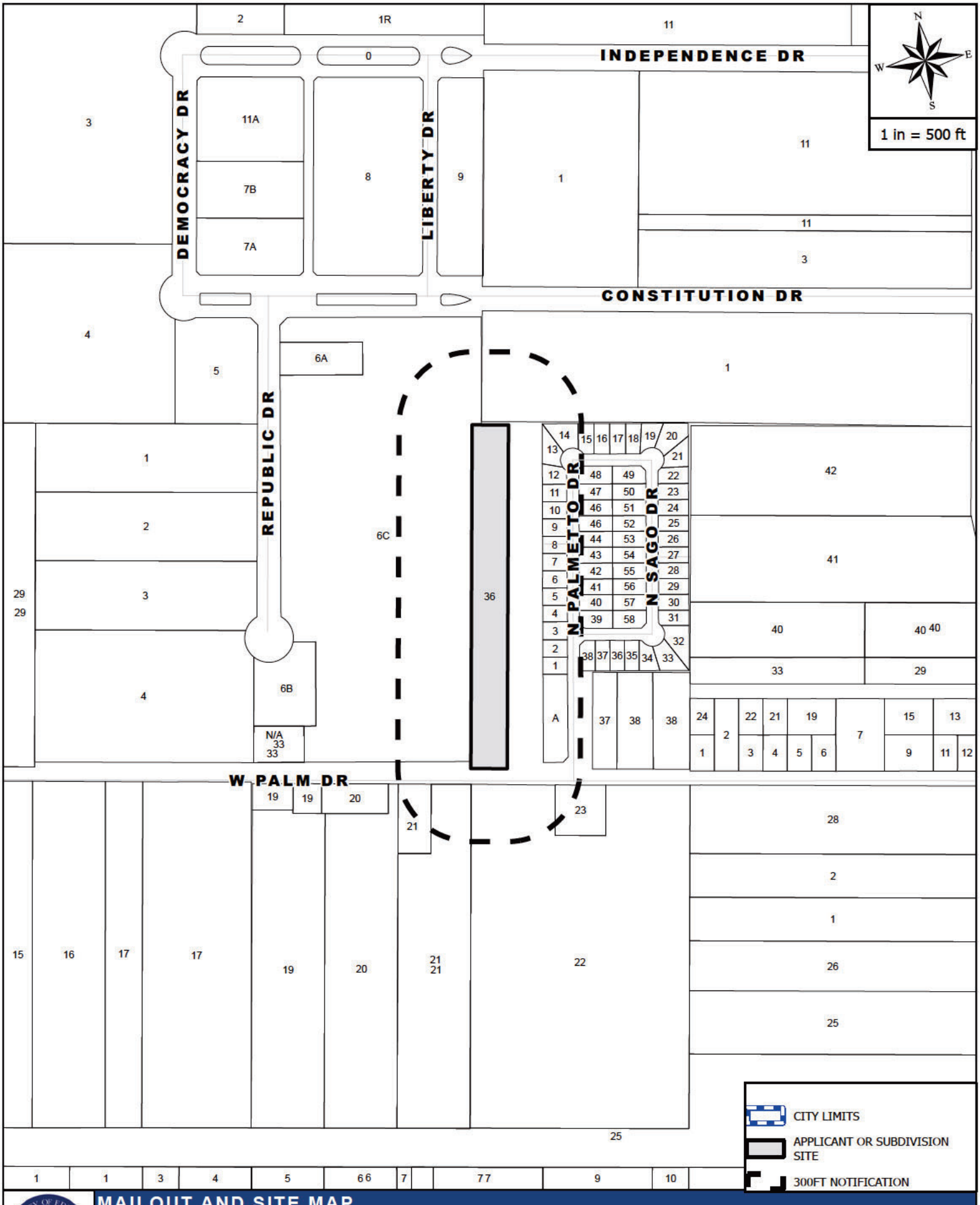
RZNE-2025-0274 513 W PALM



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0274 513 W PALM



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

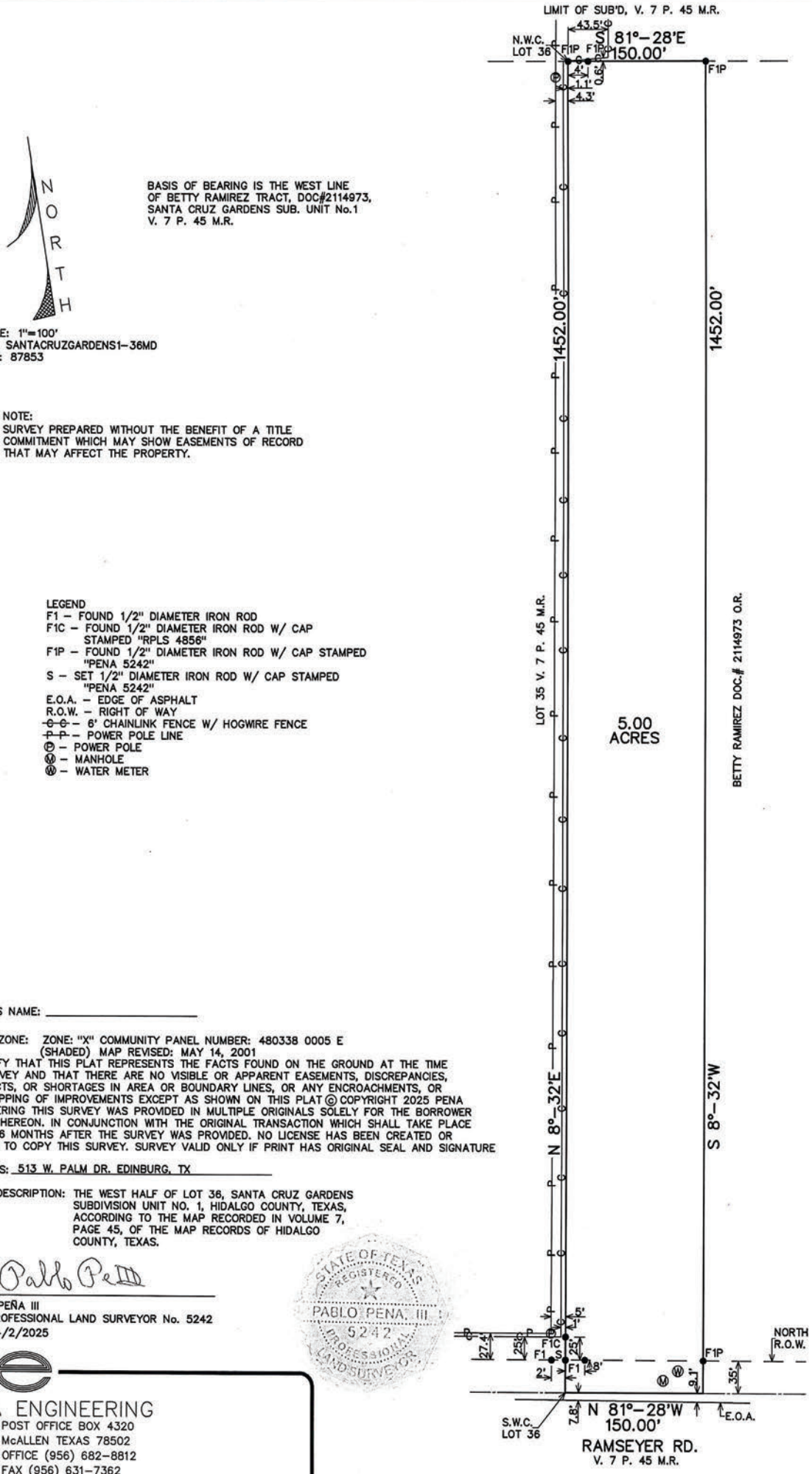
RZNE-2025-0274 513 W PALM

Rezoning Request Site Photo

Gerardo Aleman Trevino and Veronica Aleman

513 West Palm Drive





BASIS OF BEARING IS THE WEST LINE OF BETTY RAMIREZ TRACT, DOC#2114973, SANTA CRUZ GARDENS SUB. UNIT No.1 V. 7 P. 45 M.R.

SCALE: 1"=100'
CAD: SANTACRUZGARDENS1-36MD
JOB#: 87853

NOTE:
SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS OF RECORD THAT MAY AFFECT THE PROPERTY.

LEGEND
F1 – FOUND 1/2" DIAMETER IRON ROD
F1C – FOUND 1/2" DIAMETER IRON ROD W/ CAP STAMPED "RPLS 4856"
F1P – FOUND 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242"
S – SET 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242"
E.O.A. – EDGE OF ASPHALT
R.O.W. – RIGHT OF WAY
-C-C- – 6' CHAINLINK FENCE W/ HOGWIRE FENCE
-P-P- – POWER POLE LINE
Ⓟ – POWER POLE
Ⓜ – MANHOLE
Ⓦ – WATER METER

BUYER'S NAME: _____

FLOOD ZONE: ZONE: "X" COMMUNITY PANEL NUMBER: 480338 0005 E (SHADED) MAP REVISED: MAY 14, 2001

I CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT © COPYRIGHT 2025 PENA ENGINEERING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HEREON. IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED TO COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE

ADDRESS: 513 W. PALM DR. EDINBURG, TX

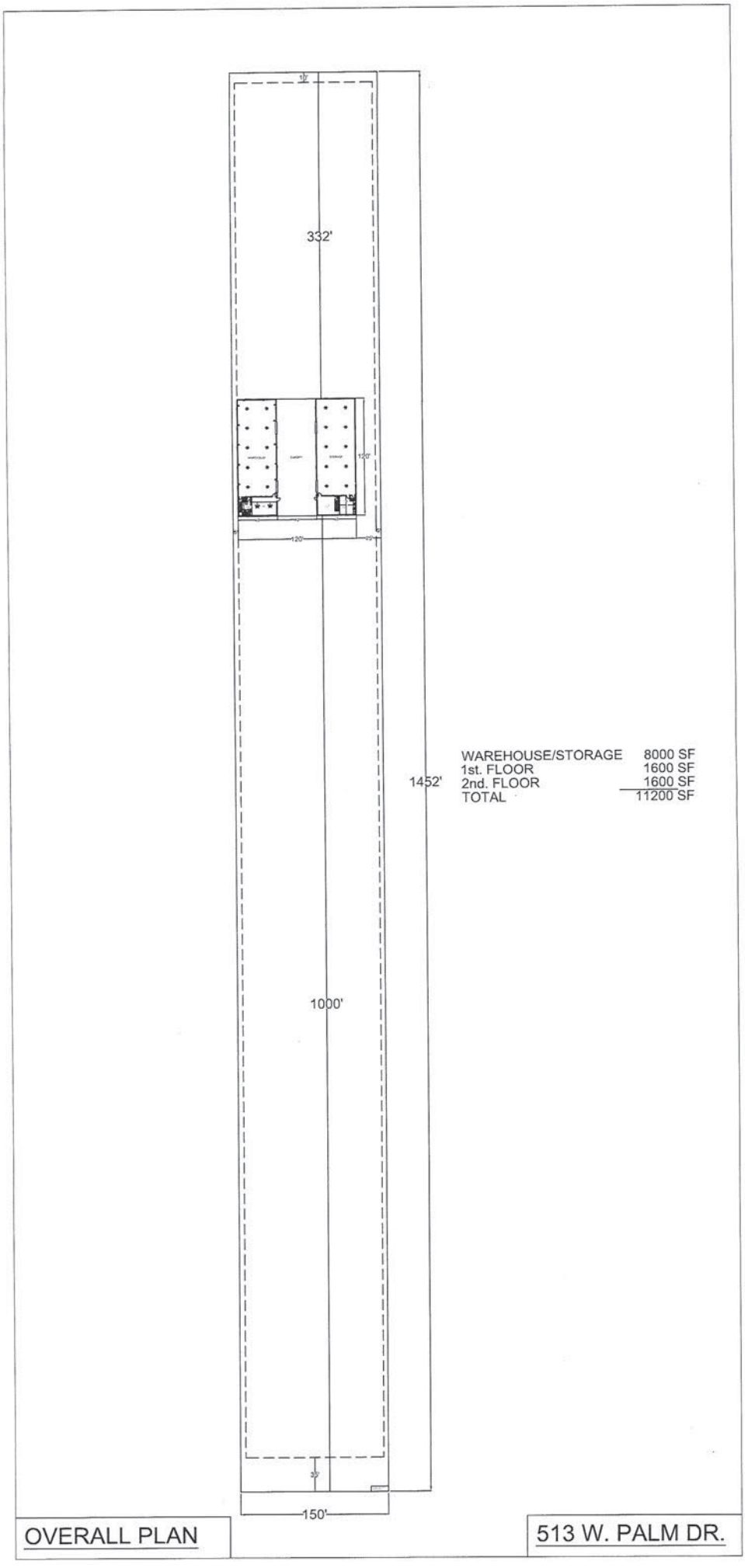
LEGAL DESCRIPTION: THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

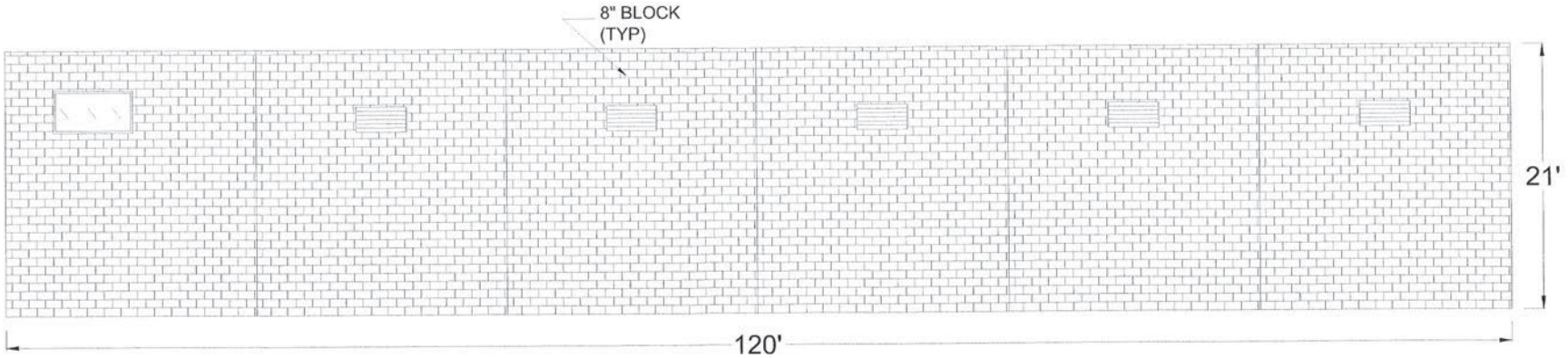
Pablo Peña III

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242
DATE: 4/2/2025

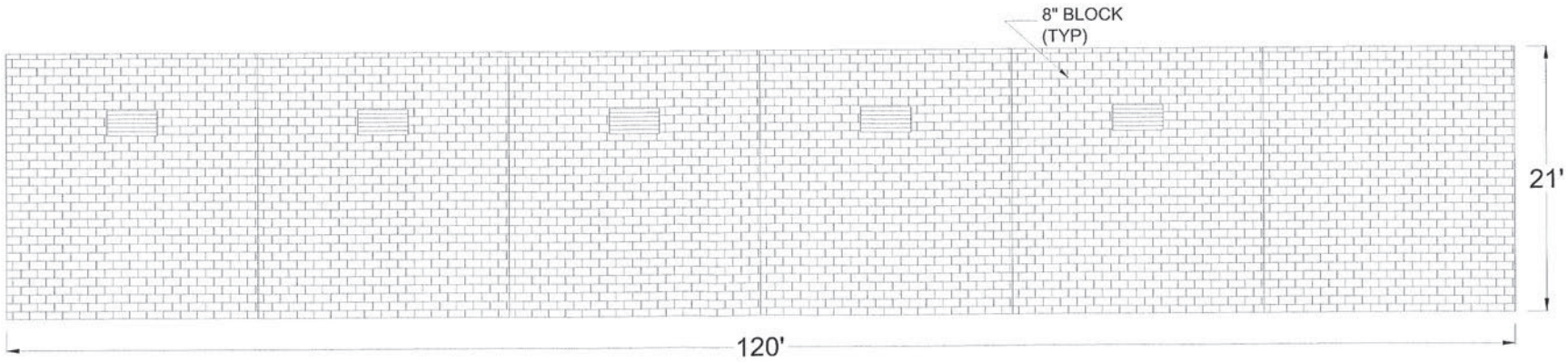
STATE OF TEXAS REGISTERED PABLO PENA, III 5242 PROFESSIONAL LAND SURVEYOR

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362
FIRM#10087200


332'
1000'
1452'
150'
120'
WAREHOUSE/STORAGE 8000 SF
1st. FLOOR 1600 SF
2nd. FLOOR 1600 SF
TOTAL 11200 SF
OVERALL PLAN
513 W. PALM DR.

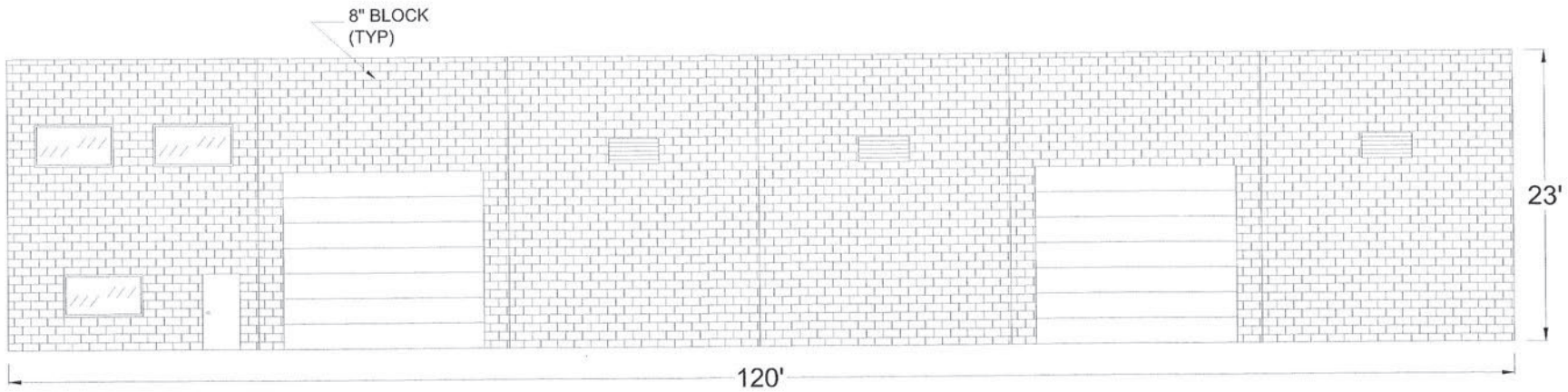


EAST SIDE VIEW

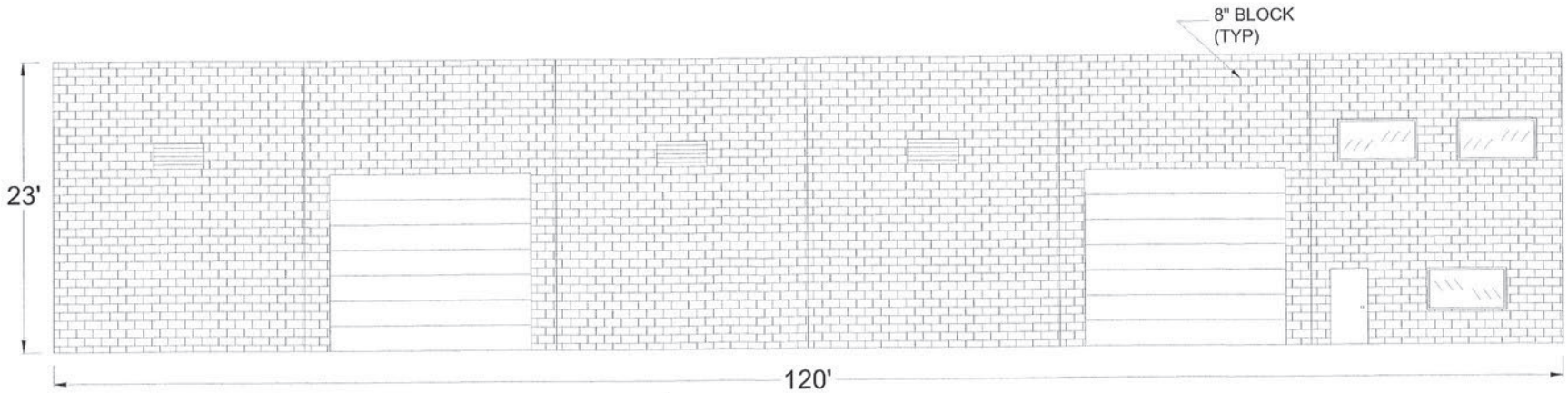


WEST SIDE VIEW

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

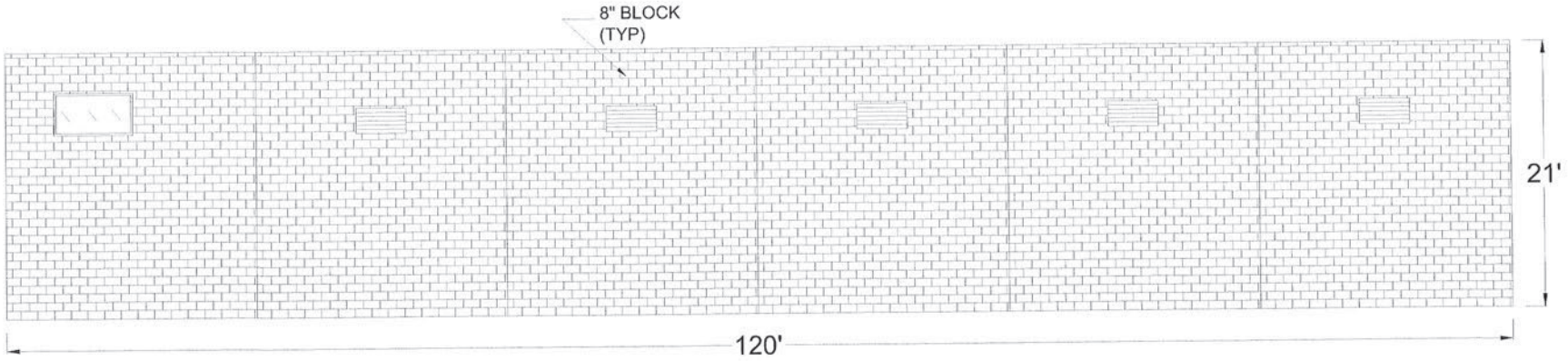


EAST CANOPY VIEW SIDE VIEW

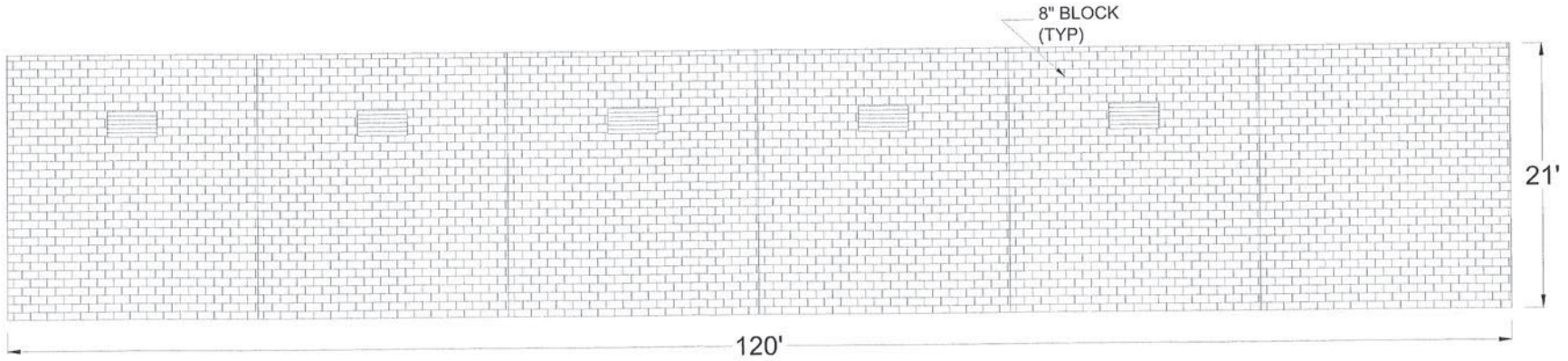


WEST CANOPY VIEW SIDE VIEW

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

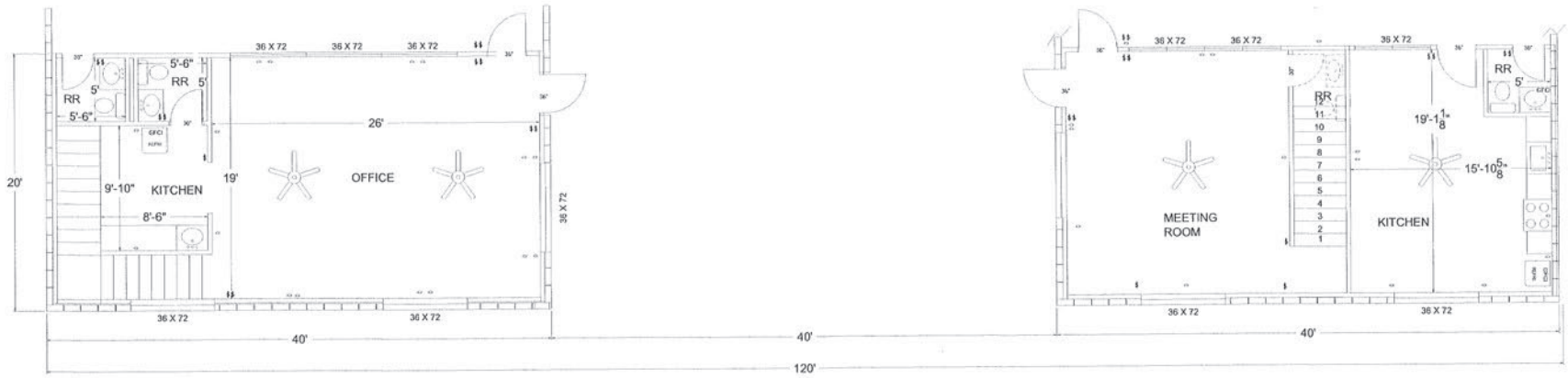


EAST SIDE VIEW

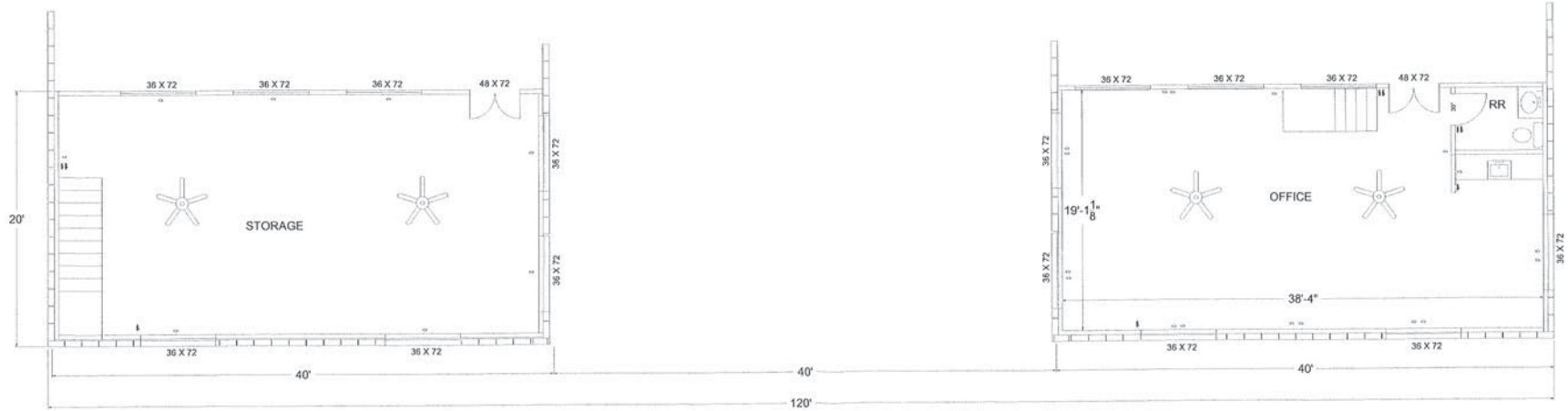


WEST SIDE VIEW

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

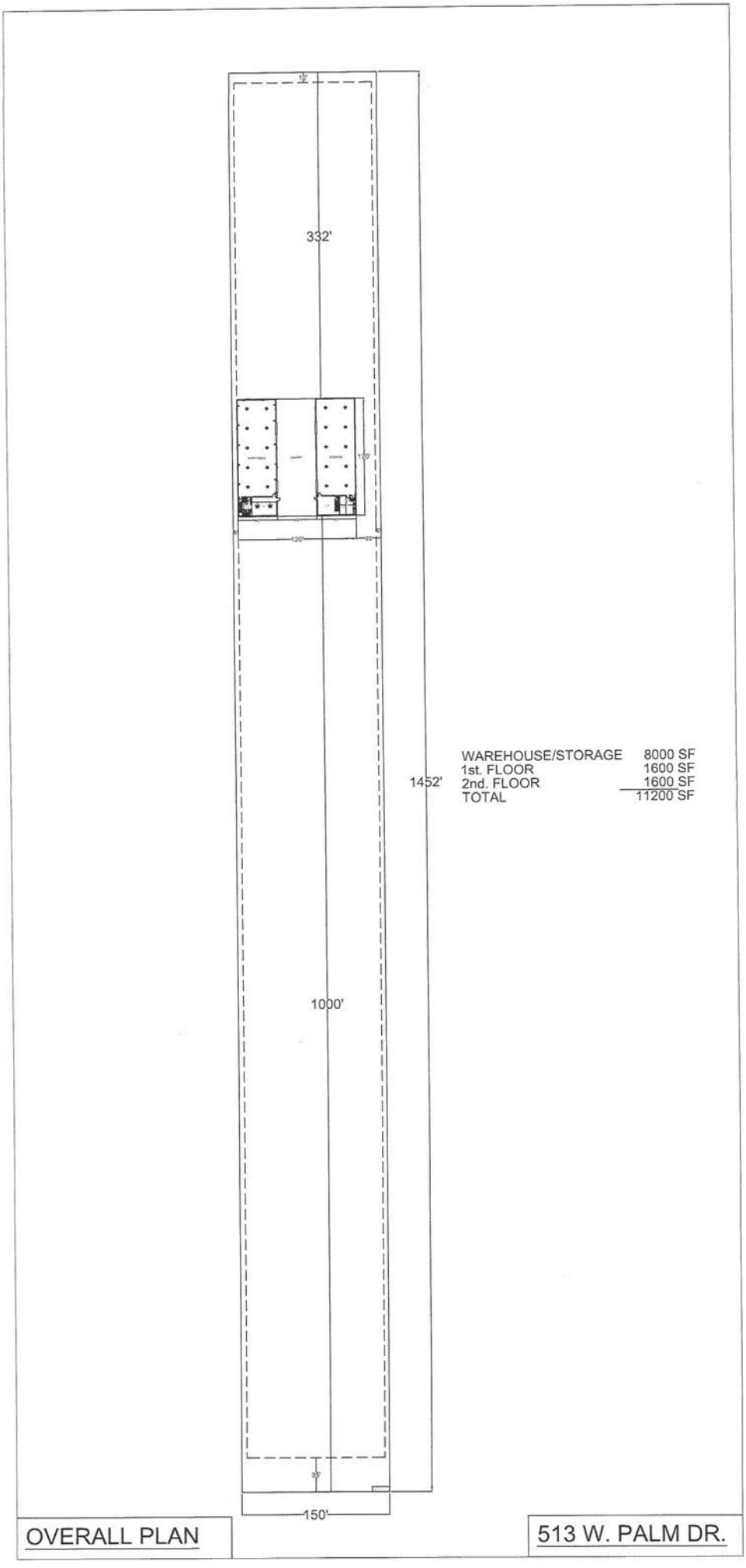


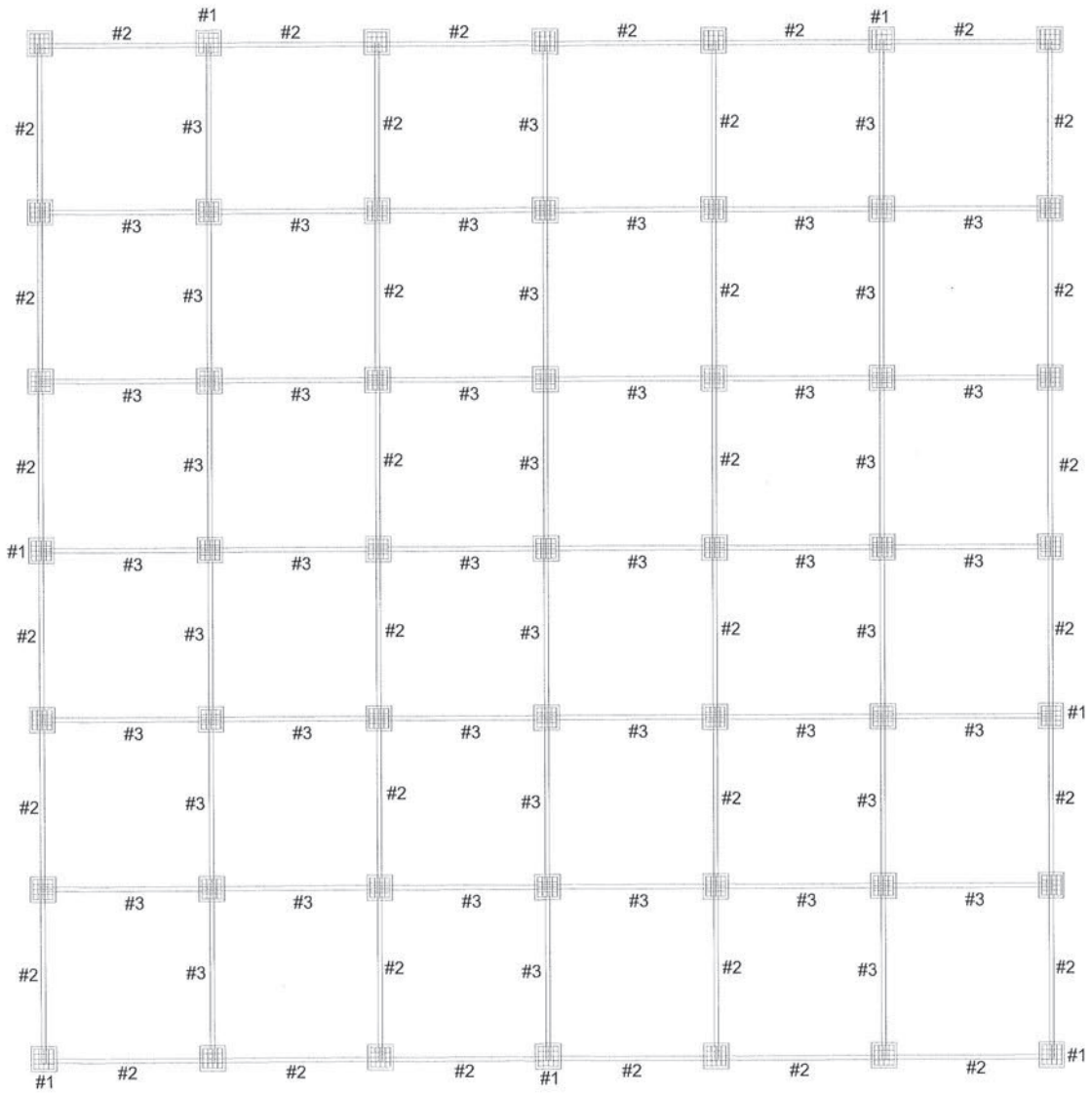
1ST FLOOR OFFICE



2ND FLOOR OFFICE

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541


332'
1452'
1000'
150'
WAREHOUSE/STORAGE 8000 SF
1st. FLOOR 1600 SF
2nd. FLOOR 1600 SF
TOTAL 11200 SF
OVERALL PLAN
513 W. PALM DR.



KEY NOTES:
#1 - 49 - 36" X 36" X 36" DEEP FOOTING
#2 - 12" X 36" DEEP OUTSIDE FOOTING
#3 - 12" X 24" DEEP INSIDE FOOTING
6" CONTRETE SLAB

FOUNDATION

GERARDO ALEMAN
513 W. PALM DR.
EDINBURG, TX 78541

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, February 12, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO INDUSTRIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, AS REQUESTED BY GERARDO ALEMAN TREVINO AND VERONICA ALEMAN

This district is intended to accommodate light industrial and heavy commercial uses.

This request is scheduled to be heard by the **City Council on Tuesday, March 3, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, February 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, February 11, 2026

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: THIS IS ZONED AS RESIDENTIAL. ALL HOUSING ON THIS STREET ARE HOMES. STREET IS TOO NARROW FOR 18 WHEELERS. NO NEEDS FOR A COMMERCIAL WAREHOUSE ON THIS STREET, 281 IS NEXT DOOR.

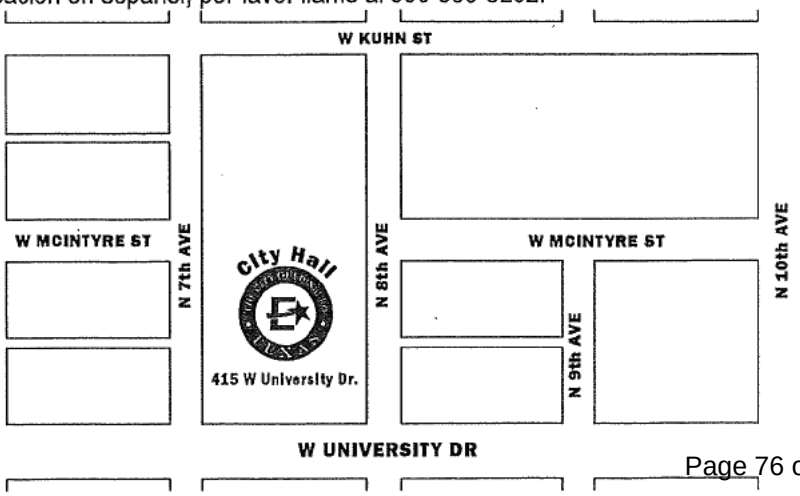
Print Name: ROBERTO CUELLAR Phone No. [redacted]

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

NOTIFICACIÓN

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

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



THE CITY OF Edinburg

NOTIFICATION

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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: Against the rezoning.

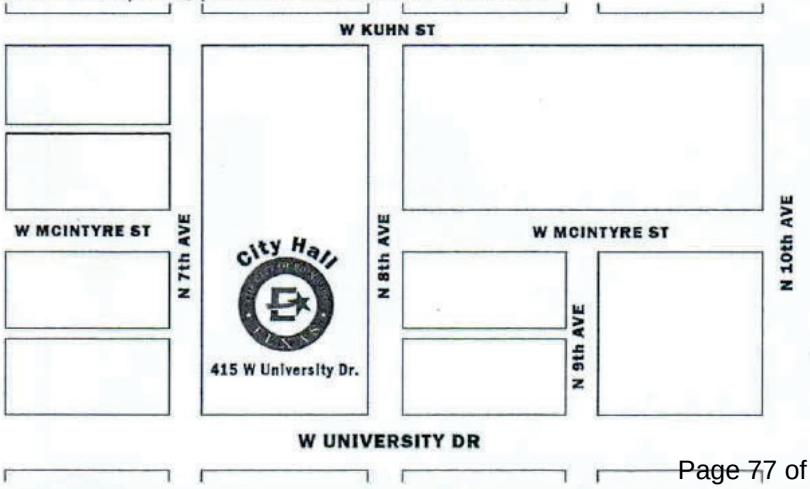
Print Name: Baldemar Balderas Phone No. [redacted]

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

NOTIFICACIÓN

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

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



THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, February 12, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO INDUSTRIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, AS REQUESTED BY GERARDO ALEMAN TREVINO AND VERONICA ALEMAN

This district is intended to accommodate light industrial and heavy commercial uses.

This request is scheduled to be heard by the **City Council on Tuesday, March 3, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, February 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, February 11, 2026

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: Clearly this area of the city is for housing - for families !! -

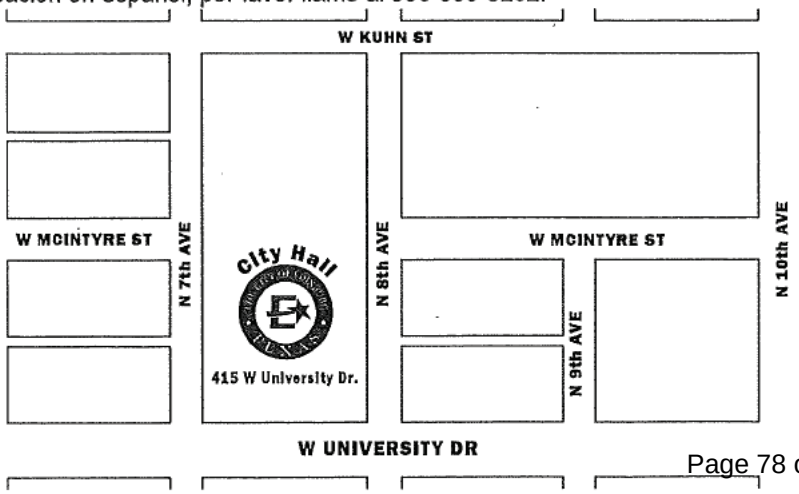
Print Name: Marcelino Cuellar Phone No. [redacted]

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

NOTIFICACIÓN

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

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



RZNE-2025-0274

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, February 12, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO INDUSTRIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, AS REQUESTED BY GERARDO ALEMAN TREVINO AND VERONICA ALEMAN

This district is intended to accommodate light industrial and heavy commercial uses.

This request is scheduled to be heard by the **City Council on Tuesday, March 3, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, February 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, February 11, 2026

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: We want to keep our dead-end street tranquil.

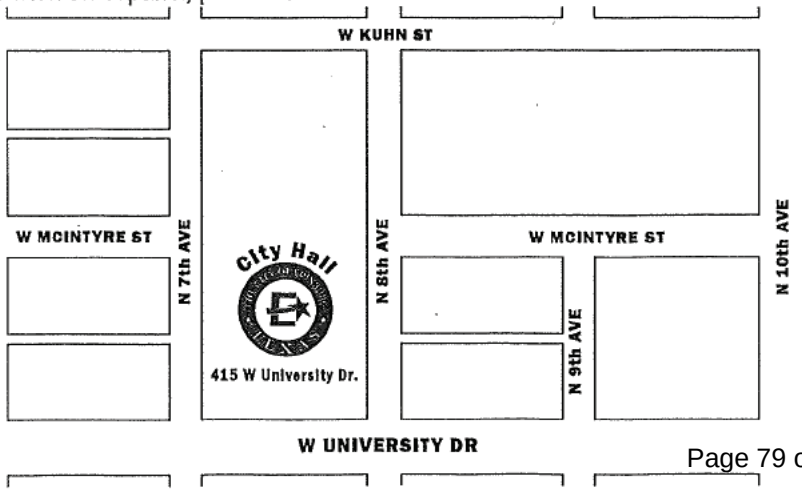
Print Name: Valerie E. / Steven Faris Ramirez Phone No. [redacted]

Address [redacted] City: [redacted] Stat [redacted] Zip: [redacted]

NOTIFICACIÓN

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

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



February 11, 2026

Arnold Noyola
[redacted]

City of Edinburg
Planning and Zoning Board
[redacted]

RE: Opposition to Rezoning Request – 513 West Palm Drive from Residential to Commercial/Industrial (RZNE-2025-0274)

Dear Members of the Planning and Zoning Board:

I am writing to formally oppose the proposed rezoning of the 5-acre parcel located at 513 West Palm Drive, from residential to commercial/industrial use for an HVAC service and repair warehouse, garage, and office facility. As a resident of 1104 West Palm Drive in close proximity parcel, I have significant concerns about the compatibility, safety, and long-term impacts of this rezoning on our established neighborhood.

BACKGROUND AND NEIGHBORHOOD CHARACTER

Our street is a three-quarter-mile single-lane road in a semi-rural setting that has served as home to approximately 19 families for decades—many of whom resided here before the area was annexed into city limits and well before the industrial park was put in place. This is an established residential community characterized by acreage lots, with a sense of rural living, low traffic volumes, and a neighborhood culture built on familiarity, safety, and quality of life. Residents regularly walk, exercise, and allow their families to use the street with confidence because we know our neighbors and maintain an active neighborhood watch presence.

The street's semi-rural character has already been significantly impacted by a recent 52-unit subdivision constructed midway along the route, which will dramatically increased traffic volumes beyond what the infrastructure was designed to handle. The addition of commercial/industrial operations would fundamentally alter the remaining residential character of our community and create incompatible land uses that undermine decades of residential investment and stability.

TRAFFIC AND SAFETY CONCERNS

The proposed HVAC facility poses serious traffic and safety hazards that cannot be mitigated on our existing infrastructure:

1. Inadequate Road Infrastructure: Our street is a single-lane road capable of accommodating only one vehicle at a time. It was not designed for, nor can it safely handle, the commercial vehicle traffic associated with an HVAC service and repair operation—including service trucks, delivery vehicles, equipment haulers, and customer traffic.

2. Existing Accident History: The street already experiences one to two traffic accidents monthly, particularly near the interstate highway access point. Adding commercial traffic will

exacerbate this dangerous trend and increase the likelihood of serious accidents involving residents, pedestrians, and children.

3. Pedestrian Safety: Residents routinely walk and exercise on this street. The introduction of large commercial vehicles, unfamiliar drivers navigating a narrow road, and increased traffic volumes creates an unacceptable risk to pedestrian safety, particularly given the absence of sidewalks or shoulders typical of city streets.

4. Emergency Access: The street serves as the primary ingress and egress route for all residents. Increased congestion from commercial operations could impede emergency vehicle response times and create life-safety hazards during critical incidents.

PROPERTY VALUES AND NEIGHBORHOOD CHARACTER

The rezoning of this parcel to commercial/industrial use is fundamentally incompatible with the residential character that has defined our neighborhood for decades:

1. Established Residential Investment: Families purchased property and built homes in this area based on its residential zoning and semi-rural character. Rezoning this parcel to accommodate commercial operations diminishes property values and undermines the reasonable expectations of homeowners who made long-term investments based on zoning protections.

2. Visual and Aesthetic Impacts: An HVAC warehouse, garage, and repair facility—with associated commercial vehicles, equipment storage, and outdoor work areas—is visually incompatible with residential acreage properties. This facility will degrade the scenic, semi-rural character that attracted families to this area.

3. Precedent for Further Commercial Encroachment: Approving this rezoning sets a troubling precedent that invites additional commercial rezoning requests, accelerating the erosion of residential protections and destabilizing the neighborhood's long-term viability as a residential community.

QUALITY OF LIFE AND OPERATIONAL IMPACTS

Light industrial HVAC operations generate impacts that are incompatible with residential quality of life:

1. Noise Pollution: HVAC repair and service operations involve significant noise from equipment testing, power tools, vehicle engines, loading and unloading activities, and early morning/late evening dispatch operations. This noise will disrupt the quiet enjoyment of neighboring residential properties.

2. Hours of Operation: HVAC service companies typically operate extended hours to accommodate emergency service calls, meaning commercial activity, vehicle traffic, and noise could occur during early morning and late evening hours when residents expect peace and quiet.

3. Security and Familiarity Concerns: Our neighborhood watch and community safety culture depend on familiarity with residents and regular traffic patterns. The introduction of numerous unfamiliar service technicians, contractors, delivery drivers, and customers throughout each day eliminates our ability to identify unusual or suspicious activity, increasing security risks for families.

INFRASTRUCTURE AND ENVIRONMENTAL CONCERNS

The existing infrastructure serving our street is inadequate to support commercial/industrial operations:

1. Stormwater and Drainage: A 5-acre commercial facility with warehouse buildings, parking areas, and vehicle service bays will significantly increase impervious surface coverage, exacerbating stormwater runoff and potentially overwhelming existing drainage systems that were designed for low-density residential use.

2. Utility Capacity: Water, sewer, and electrical infrastructure serving our semi-rural street was designed for residential demand, not commercial/industrial operations requiring high-volume water use, wastewater disposal from vehicle maintenance, and elevated electrical loads.

3. Environmental Impacts: HVAC repair and service operations involve handling refrigerants, oils, solvents, and other hazardous materials. The potential for spills, improper disposal, or contamination poses environmental risks to residential properties and groundwater in a setting without the containment infrastructure typical of designated industrial zones.

ZONING ORDINANCE AND COMPREHENSIVE PLAN COMPLIANCE

I understand that our community's zoning ordinance includes specific provisions regarding the distance between residential and commercial properties, as well as compatibility standards designed to protect established residential neighborhoods. This proposed rezoning appears to conflict with those protections. The comprehensive plan presumably prioritizes preserving the character of established residential areas and ensuring compatible land uses—objectives that this rezoning directly undermines.

Before this board considers altering zoning designations that have protected our neighborhood for decades, I respectfully request that staff provide a detailed analysis demonstrating:

- Compliance with minimum distance requirements between residential and commercial uses - Compatibility with the comprehensive plan's land use designations and goals - Adequacy of existing infrastructure to support the proposed use - Traffic impact analysis addressing safety concerns and road capacity - Environmental impact assessment for hazardous materials handling and stormwater management

CONCLUSION

Our neighborhood is not opposed to reasonable development or economic growth within our community. However, this proposed rezoning represents an incompatible land use that threatens public safety, diminishes property values, degrades quality of life, and disregards the long-term residential character that families have invested in for decades.

The appropriate location for light industrial HVAC facilities is in commercially zoned or industrial park settings with adequate infrastructure, separation from residential areas, and compatibility with surrounding land uses, (like the industrial park that is currently underutilized) not on a single-lane semi-rural street serving an established residential community.

I respectfully urge the Planning and Zoning Board to deny this rezoning request and preserve the residential protections that have defined our neighborhood for generations.

Thank you for your consideration of these concerns. I am available to provide additional information or answer questions as needed.

Sincerely,



Arnold Noyola

Arnold Noyola
[redacted]

Cc: City of Edinburg Mayor

To the Members of the Edinburg Planning and Zoning Commission, February 11, 2026

My name is Claudia Noyola, and I reside at 1104 West Palm Road. I am writing in strong opposition to REZONE-2025-00274, the request to amend the Comprehensive Plan and rezone 513 W. Palm Drive from Residential, Suburban to Industrial, Light, a district intended to accommodate light industrial and heavy commercial uses.

Palm Drive is not just a location on a map; it is a long-established residential community. My parents moved to Palm Drive in the 1970s, and their home remains there today. My husband and I both retired from the Army after serving nearly 25 years, and we intentionally chose to retire here because it is within the City limits and designated residential, offering the quiet, country atmosphere we valued. We invested here based on the existing zoning.

Rezoning this property to Industrial, Light would permanently alter the character, safety, and stability of our neighborhood. The Industrial Light classification permits uses beyond residential living and supports heavy commercial activity, increased traffic, and large industrial vehicles. Our street is narrow and residential. We have elderly neighbors who walk along the road, including my mother, who is now in a wheelchair, because they cannot travel to city parks. The introduction of commercial and industrial traffic presents real safety risks to residents who live, walk, and gather here daily.

Approving this request also sets a concerning precedent. It signals that residential property may be purchased at a lower cost with the expectation that it can later be converted to industrial use. That undermines the integrity of the zoning process and destabilizes neighborhoods like ours, where homeowners made long-term investments based on existing residential designations.

While our neighborhood may be adjacent to other types of development, it remains a residential community. We know one another. We maintain a neighborhood watch. We work together to prevent illegal dumping and protect our homes. This is not vacant land waiting for transition; it is an active, established neighborhood.

This is the second time this matter has come before you. I attended the June 2025 hearing in person and would be present again if work obligations had not required me to be out of town. If I could have rearranged those obligations, I would have.

I respectfully ask each of you to pause and consider this personally: If this were your street… your home, your retirement investment, your parents walking along that narrow road…would you feel comfortable introducing light industrial and heavy commercial activity next door? Would you feel your investment and sense of security were being protected?

Please place yourselves in our position and protect the residential integrity of Palm Drive. I respectfully request that you deny REZONE-2025-00274. Thank you for your time and thoughtful consideration.

Claudia Noyola

[redacted]

SIGN THE PETITION

W. Palm Drive

SHT. 1

To the honorable members of the: Edinburg City Council and Edinburg Planning and Zoning Department

Subject of Petition: Opposition to Proposed Re-Zoning Case #REZONE-2025-00274 from Residential/Suburban (RS) District to Indsutrial Lite (IL) District

We, the undersigned residents of West Palm Drive Neighborhood, City of Edinburg TX, are writing to express our collective opposition to Re-Zoning Case #RE-ZONE-2025-00274. Our signatures below represent our commitment to this cause and our shared belief in the importance of rejecting this proposal for the benefit of the community.

	Name	Signature	Contact No.	Date
1	ROBERTO CUELLAR 600 W PALM DRIVE		[redacted]	11FEB26
2	Val Ramirez	V. Ramirez		2-11-26
3	Steve Ramirez			2-11-26
4	Mary Ruiz			2-11-26
5	Mayela Garza			2-11-26
6	Jose G. Perez			2-11-26
7	Mateo Niño			9-21-64
8	Mateo Rosendo Niño			2/11/26
9	Norma I Niño			02-11-26
10	Adrian G. Niño			2/11/26
11	Avril B. Reyna			2/11/26
12	Hilda Morin			02-11-26
13	William F Harris			2-11/26
14	Elizabeth Harris			2-11/26
15	Marcelino Cuellar			2-11-26
16	Annabel Muniz			2/11/2026
17	Victor Tellez			2/11/2026
18	Domingo Palomo Jr			2/11/26
19	Manuela J. Palomo			2/11/26

SIGN THE PETITION

SHT. 2

W. Palm Drive

To the honorable members of the Edinburg City Council and Edinburg Planning and Zoning Department

Subject of Petition: Opposition to Proposed Re-Zoning Case #REZONE-2025-00274 from Residential/Suburban (RS) District to Indsutrial Lite (IL) District

We, the undersigned residents of West Palm Drive Neighborhood, City of Edinburg TX, are writing to express our collective opposition to Re-Zoning Case #RE-ZONE-2025-00274. Our signatures below represent our commitment to this cause and our shared belief in the importance of rejecting this proposal for the benefit of the community.

	Name	Signature	Contact No.	Date
20	Lluvia Camacho		[redacted]	2-11-26
21	Janeth Hdz			2|11|26
22	Juan C Hernandez			2|11|26
23	GABRIEL GARZA			2/11/26
24	Areopajita Garza			2/11/26
25	Federico Aguilar			2/12-26
24	Analissa Palomo			2|12|26
27	Claudia Noyola (by V. Ruiz)			2-12-26
28	Arnold Noyola (by V. Ramirez)			2-12-26
29	Elizabeth Garza			2-12-26
30	Analisa Garza			2-12-26
31	Devin Stephens			2-12-26
32	Simon Garza			2-12-26

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT (IL) DISTRICT, BEING THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District, and Industrial, Light (IL) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being The West Half of Lot 36, Santa Cruz Gardens Subdivision Unit No. 1, Hidalgo County, Texas, according to the Map Recorded in Volume 7, Page 45, of the Map Records of Hidalgo County, Texas, Located at 513 West Palm Drive from Residential, Suburban (RS) District to Industrial, Light (IL) 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 February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING THE WEST HALF OF LOT 36, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 45, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 513 WEST PALM DRIVE, SHOULD BE FOR INDUSTRIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of February 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS
Agenda Item No: 7.D.
Comprehensive Plan Amendment and Rezoning Request - Dawson Endeavours, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to Auto Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, Being a 3.78 Acre Tract of Land Being a Portion of Lot 11, Acres Bonitos Subdivision, Located at 300 Dawson Drive, as Requested by Dawson Endeavours, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the south side of Dawson Drive, approximately 1,000 east of S. Closner Blvd. The property is currently zoned Residential, Multifamily (RM) District. This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The requested zoning is Residential, Urban and Townhome (RU) District. This district is the highest intensity single-family residential district. This property has a total area of 3.78 acres. Currently, the property is vacant. The applicant is requesting to utilize the property for a single-family residential townhome development that consist of 31 lots.

Adjacent zoning is Residential, Primary (RP) District to the west and south, Commercial, General (CG) District to the north and Residential, Multifamily (RM) District to the east. Surrounding land uses consists of single-family residential uses, recreational uses, and vacant land. The Future Land Use designation for this property is for Suburban Uses.

Staff mailed a notice of the public hearing to 54 neighboring property owners on Friday, February 27, 2026, and received two comments against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to Auto Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Suburban Uses to Auto Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District

APPLICANT: Dawson Endeavours, LLC.

AGENT: Not Applicable

LEGAL: Being a Being a 3.78 Acre Tract of Land Being a Portion of Lot 11, Acres Bonitos Subdivision

LOCATION: Located at 300 Dawson Drive

LOT/TRACT SIZE: 3.78 Acre

CURRENT USE: Vacant

PROPOSED USE: Residential, Urban and Townhome (RU) District

EXISTING ZONING: Residential, Multifamily (RM) District

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

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to Auto Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
DAWSON ENDEAVOURS, LLC.

EVALUATION

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

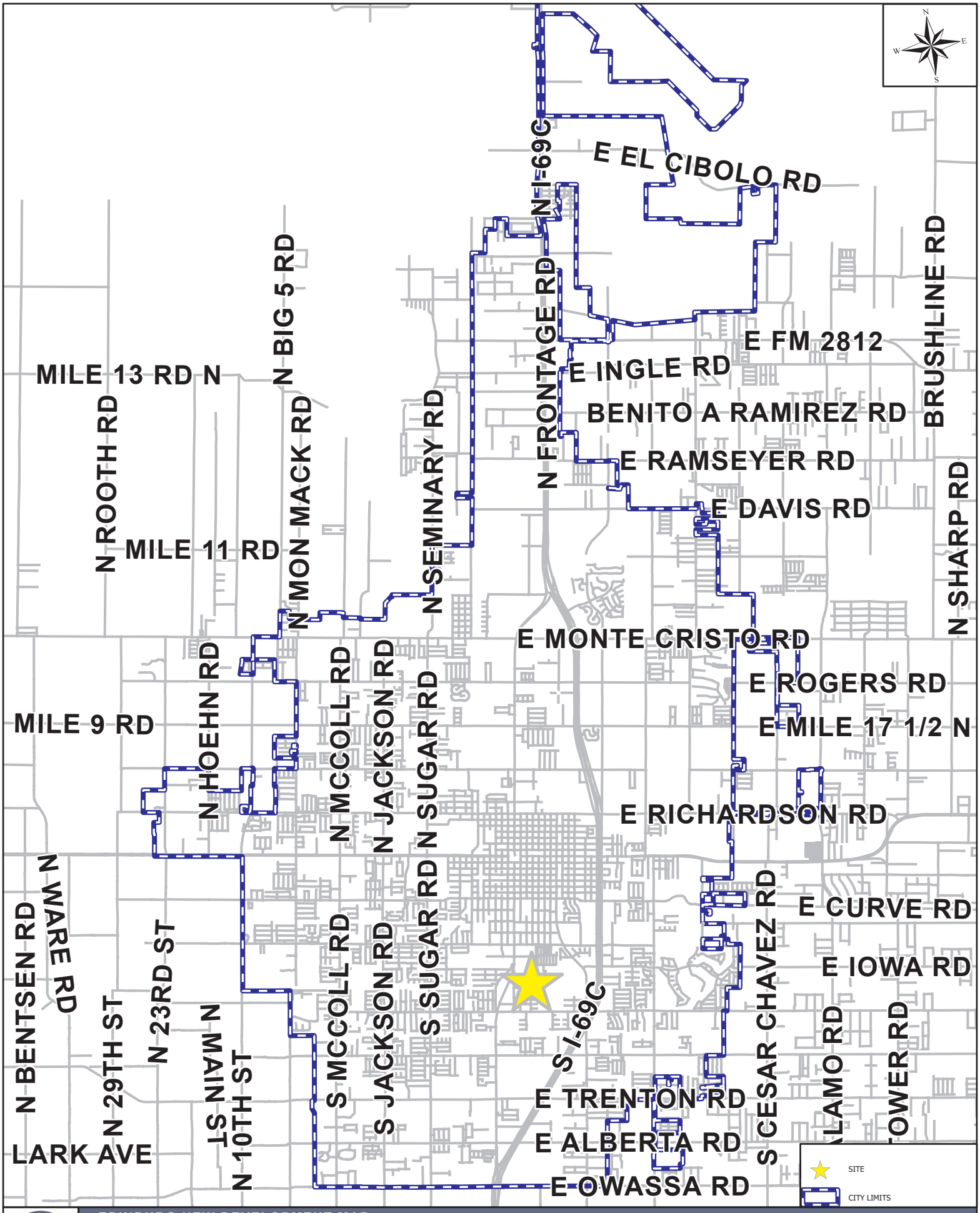
1. The property currently sits vacant.

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

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

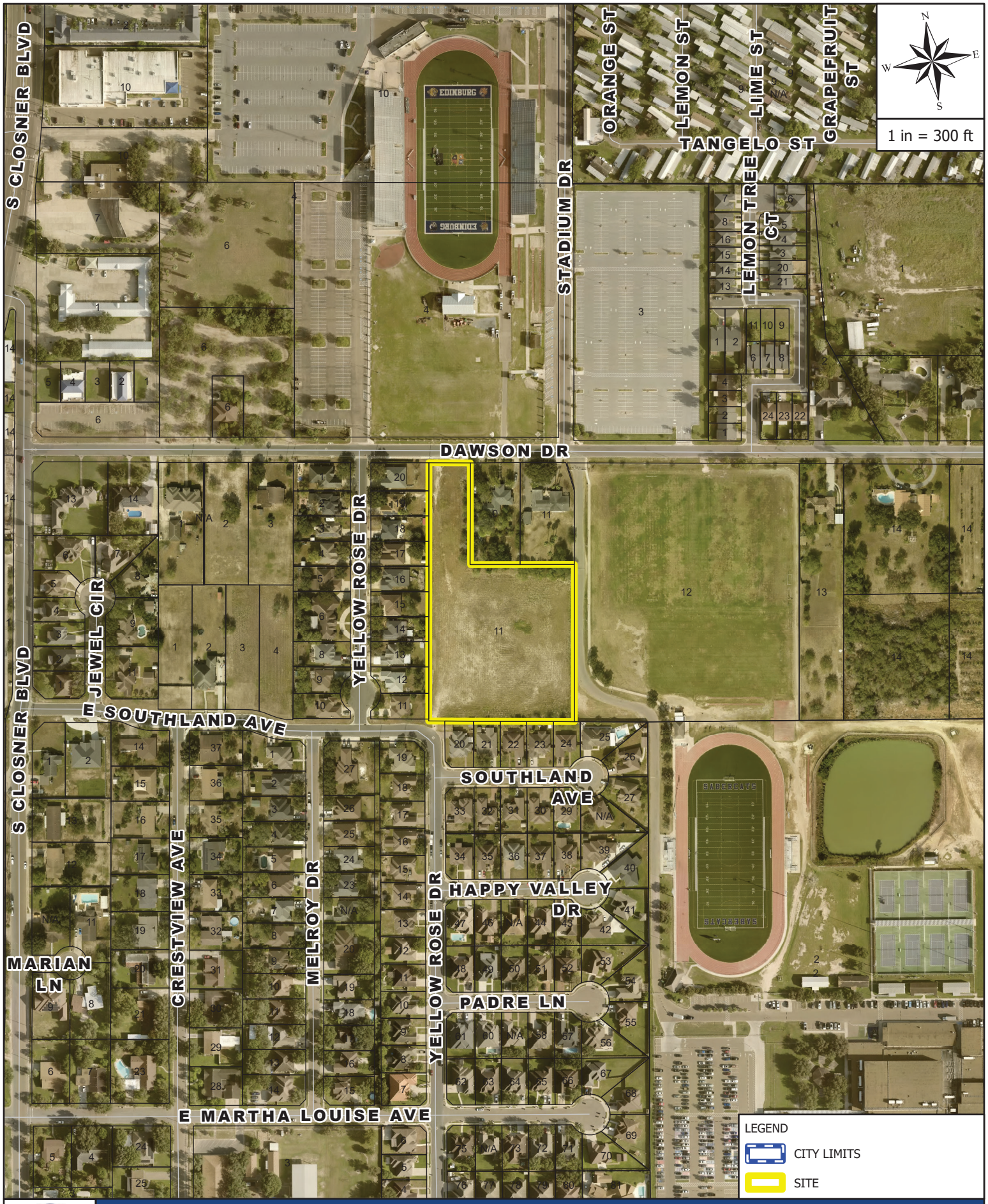
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Staff mailed a notice of the public hearing to 54 neighboring property owners on Friday, February 27, 2026, and received two comments against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.



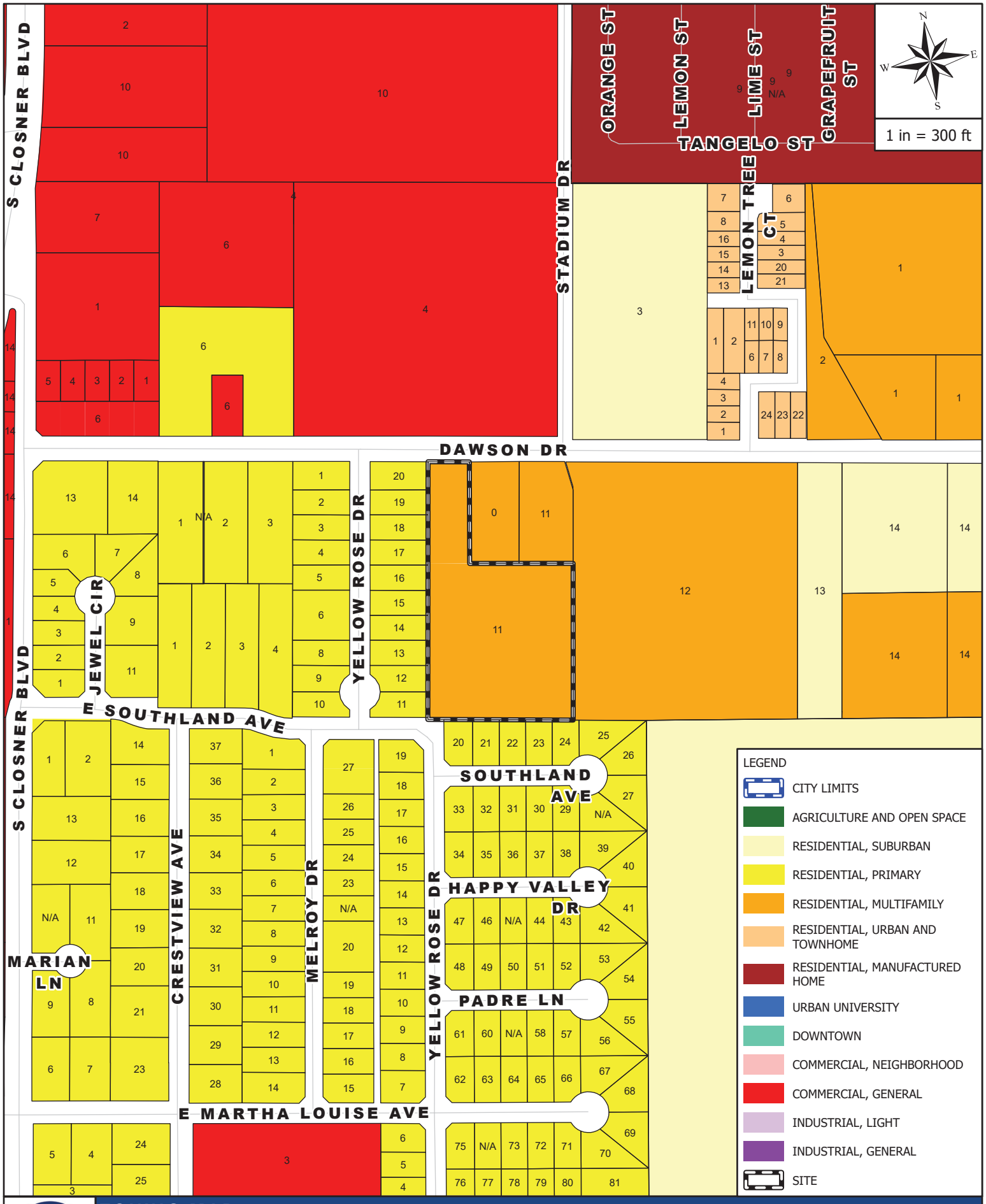
EDINBURG NEW DEVELOPMENT MAP

300 DAWSON DR



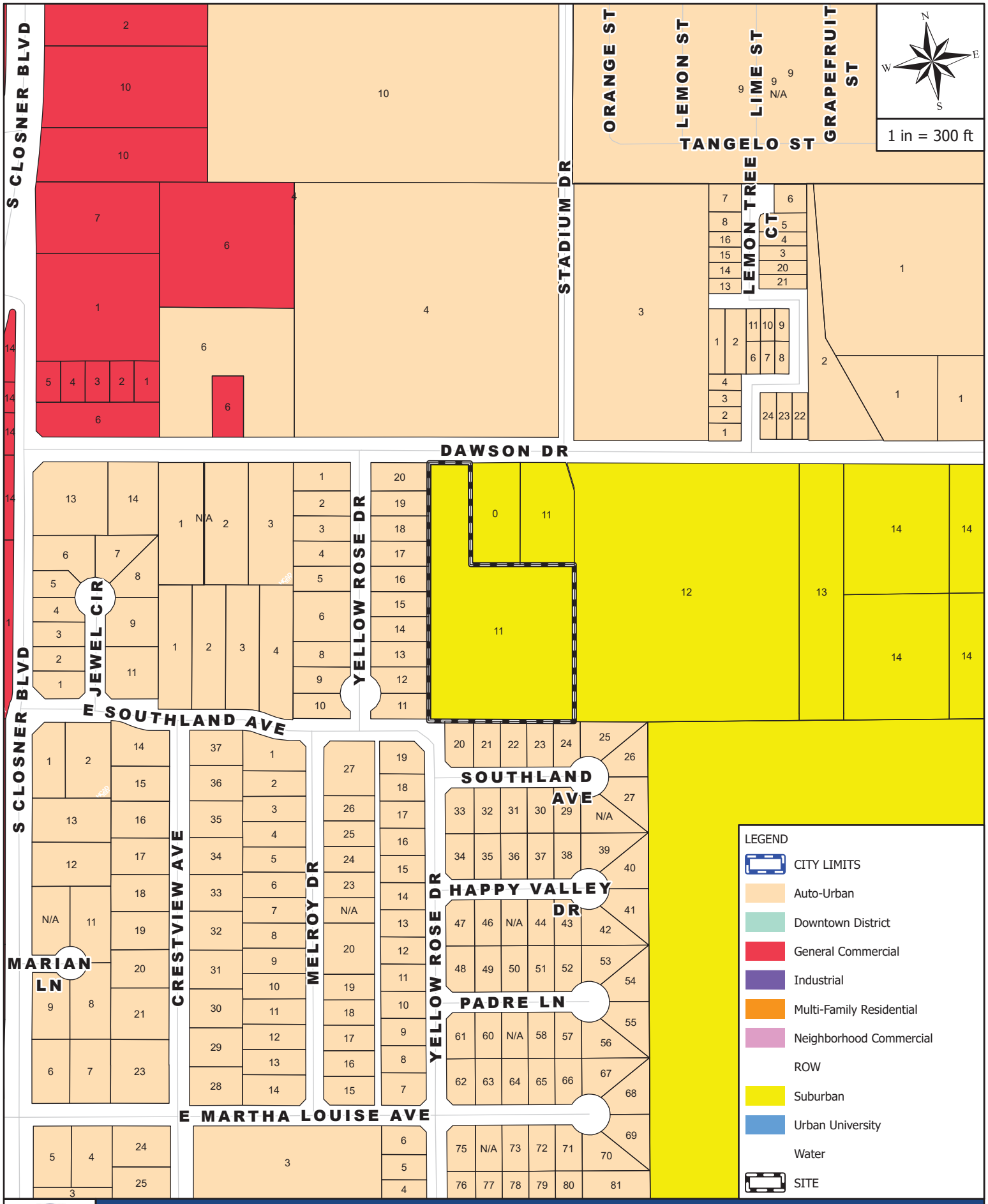
AERIAL MAP

300 DAWSON DR



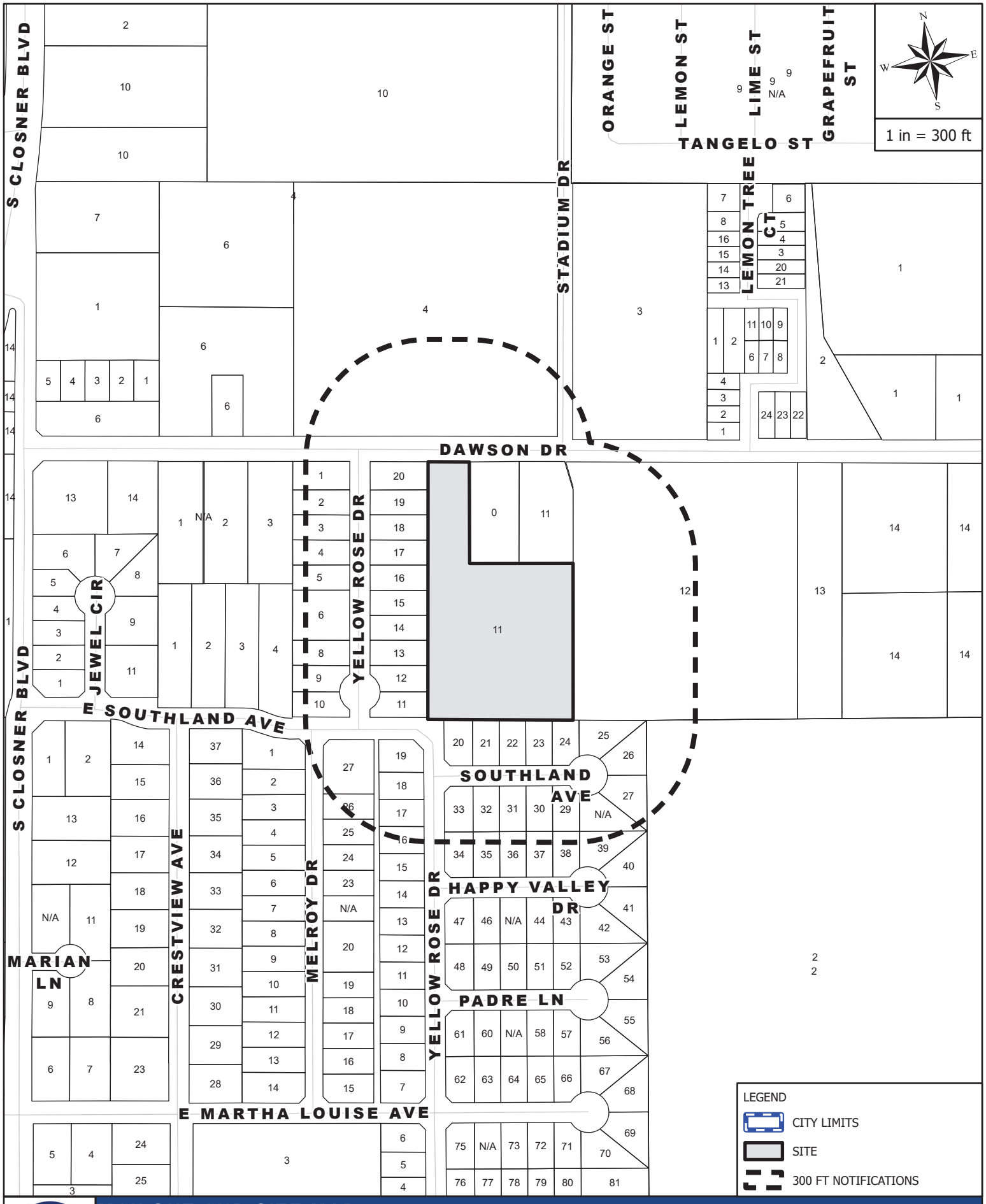
ZONING MAP

300 DAWSON DR



FUTURE LANDUSE MAP

300 DAWSON DR



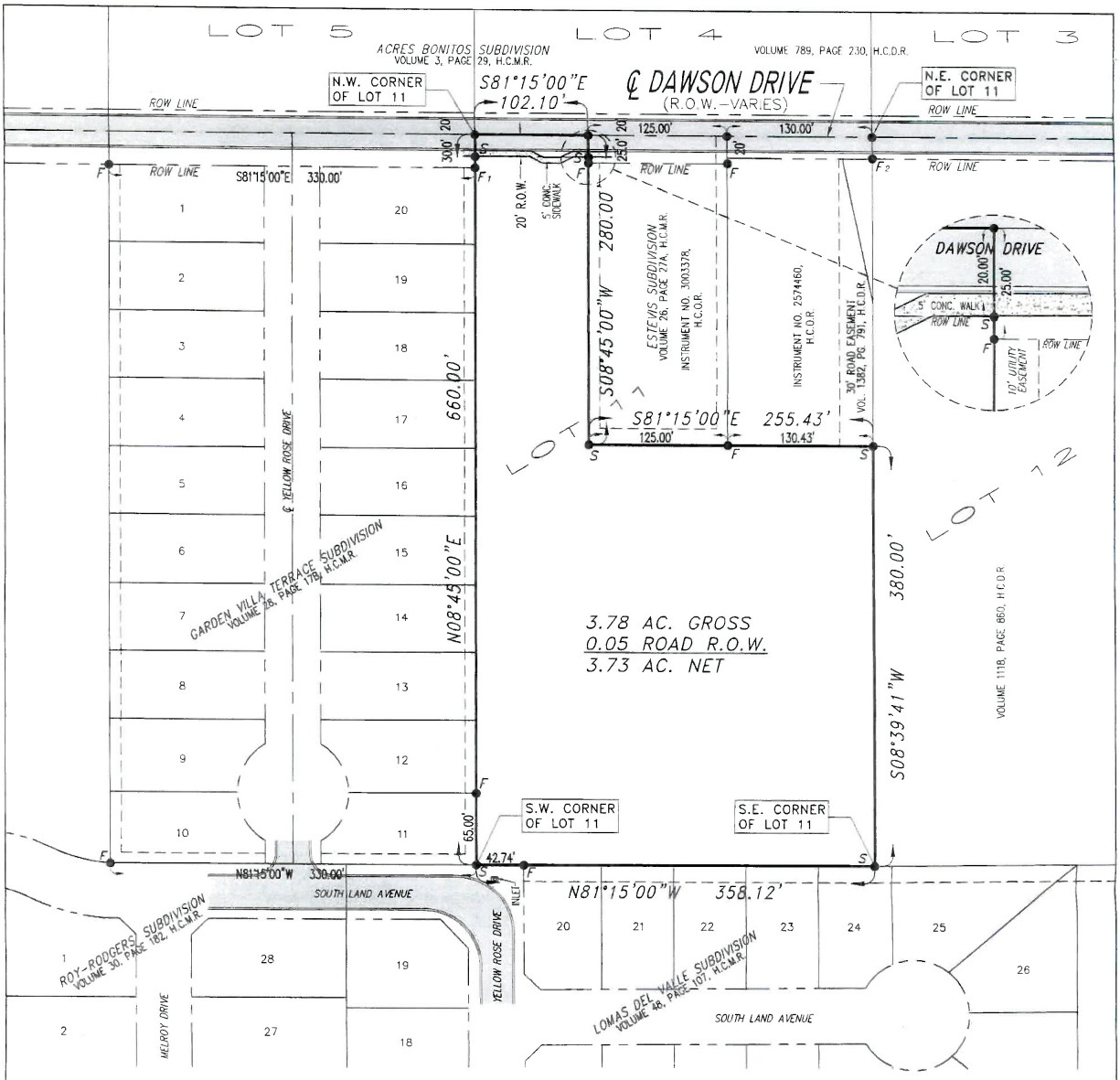
MAILOUT AND SITE MAP

300 DAWSON DR

RezoningRequest Site Photo

Dawson Endeavours, LLC
300 Dawson Dr.





LEGEND:

F – FOUND 1/2"ø IRON ROD
F_1 – FOUND 1/2"ø PIPE
F_2 – FOUND COTTON PICKER SPINDLE
S – SET 1/2"ø IRON ROD WITH A CAP LABELED "RPLS 4204"

PLAT SHOWING

A 3.78 ACRE TRACT OF LAND BEING A PORTION OF LOT 11, ACRES BONITOS SUBDIVISION, AS RECORDED IN VOLUME 3, PAGES 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THOSE CERTAIN TRACTS DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT #377444, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PROPERTY SUBJECT TO:

EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1.

SUBJECT TO RIGHTS OF WAY, EASEMENTS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY COMMITMENT FOR TITLE INSURANCE WITH GF NUMBER 0003198309 ISSUED BY SIERRA TITLE INSURANCE GUARANTY COMPANY, INC., EFFECTIVE DATE: APRIL 27, 2023.



SCALE: 1" = 100'

BEARINGS BASED ON RECORD BEARINGS OF: GARDEN VILLA TERRACE SUBDIVISION AS RECORDED IN VOLUME 28, PAGE 178, H.C.M.R.

PROPOSED INSURED:
SDI Properties, LLC

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.



REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been erected, 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.

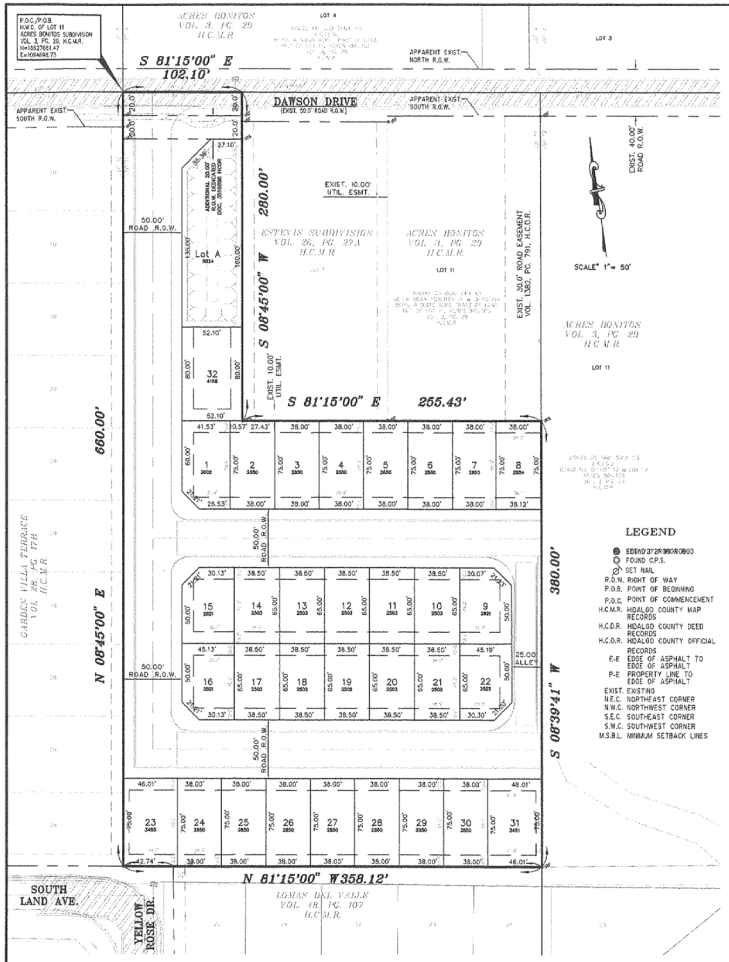
SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480338 0035 E
MAP REVISED: 06/06/2000
THIS AREA IS IN FLOOD ZONE "X"
SHADED

R.E. Garcia Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-3001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE:	BOUNDARY SURVEY
DATE:	MAY 5, 2023 REV:
JOB #	2023-073 BOOK T-159/PG.82
SCALE:	1" = 100'
DRAWN BY:	E.S.



APPROVED BY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

DATE

NAME		ADDRESS	PHONE NUMBER
OWNER:	DAWSON ENDEAVORS, LLC	2105 S. JACKSON RD., EDINBURG, TEXAS 78539	(956) 287-1818
ENGINEER:	ISAEL POSADAS, P.E.	2105 S. JACKSON RD., EDINBURG, TEXAS 78539	(956) 287-1818
SURVEYOR:	R.E. GARCIA & ASSOCIATES	116 N. 12TH AVE., EDINBURG, TEXAS 78541	(956) 381-1081

GENERAL SUBDIVISION PLAT NOTES

1. PROPOSED SETBACKS AS PER TOWNHOUSE:
FRONT: 12.00'
SIDE: 0.00'
REAR: 10.00'
SIDE CORNER: 10.00'
OR EASEMENT, WHICHEVER IS GREATER ON ALL CASES.

2. FLOOD ZONE STATEMENT: ZONE "X" (SHADED), AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGES DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD, AS PER COMMUNITY-PANEL NUMBER: 480338 0035-E MAP REVISED JUNE 6, 2000.

3. BENCH MARK DESCRIPTION: 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF DAWSON VILLAGE SUBDIVISION, ELEVATION 100.12.

4. A FIVE (5.0') FOOT SIDEWALK IS REQUIRED ALONG DAWSON DRIVE DURING SUBDIVISION CONSTRUCTION.

5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN 21,016 CUBIC-FEET OR 0.482 ACRE-FEET OF STORM WATER RUNOFF FOR THIS SUBDIVISION.

6. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS AND LOT LINES.

7. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS, UNLESS OTHERWISE NOTED.

8. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

9. MINIMUM FINISH FLOOR SHALL BE 24" ABOVE TOP OF CURB OR BASE FLOOD ELEVATION WHICHEVER IS GREATER.

10. A 50% ($300.0) OF PARK AND LAND FEE WILL BE DUE AT BUILDING PERMIT STAGE FOR MULTI-FAMILY LOT ONLY.

11. ALL WATER AND SANITARY SEWER FEES HAVE BEEN PAID BY DEVELOPER.

12. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM DE REAR OF THE LOT TO THE CURB AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.

13. LOT 1 SHALL BE FOR MULTI-FAMILY USE ONLY.

14. CURRENT ZONING IS FOR MULTIFAMILY.

15. ADDITIONAL FIRE HYDRANT MAY BE REQUIRED AT THE BUILDING PERMIT STAGE.

STATE OF TEXAS
COUNTY OF HIDALGO

WE THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS DAWSON VILLAGE SUBDIVISION ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

DAWSON ENDEAVORS, LLC
2105 S. JACKSON RD.
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME (S) IS (ARE) 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 _____, 2026.

NOTARY PUBLIC _____ DATE
MY COMMISSION EXPIRES ON _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

ISAEL POSADAS, P.E. _____ DATE
LICENSED PROFESSIONAL ENGINEER NO. 86435

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____ REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, STATE THAT THE ABOVE SUBDIVISION PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON _____ AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

DATED THIS THE _____ DAY OF _____, 2026.

_____ _____
R.P.L.S. No. ____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE _____ DAY OF _____ 2026.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT _____ DATE

ATTEST:
SECRETARY _____ DATE

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

ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SDI ENGINEERING, LLC
CIVIL • UTILITY SYSTEMS • PROJECT MANAGEMENT
2105 S. JACKSON RD., EDINBURG, TEXAS (956) 287-1818 PH.
TBPE REG. NO. F-13016

DAWSON VILLAGE SUBDIVISION

BEING A 3.778 ACRE TRACT OF LAND OUT OF LOT 11, ACRES BONITOS SUBDIVISION, AS PER MAP RECORDED IN VOLUME 3, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION
FOR A
3.78 ACRE TRACT

A 3.78 ACRE TRACT OF LAND BEING A PORTION OF LOT 11, ACRES BONITOS SUBDIVISION, AS RECORDED IN VOLUME 3, PAGES 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THOSE CERTAIN TRACTS DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT #377444, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE CENTERLINE OF DAWSON DRIVE ALSO BEING THE NORTH LINE OF SAID LOT 11 BEING THE NORTHWEST CORNER OF ESTEVIS SUBDIVISION AS RECORDED IN VOLUME 26, PAGE 27A, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE MOST NORTHERLY NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS N 81 15' 00" W 255.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 11.

THENCE S 08 45' 00" W ALONG THE WEST LINE OF SAID ESTEVIS SUBDIVISION BEING PARALLEL TO THE WEST LINE OF SAID LOT 11, PASS AT 20.00 FEET A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID DAWSON DRIVE AND CONTINUING FOR A TOTAL DISTANCE OF 280.00 FEET TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' BEING THE SOUTHWEST CORNER OF SAID ESTEVIS SUBDIVISION FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT.

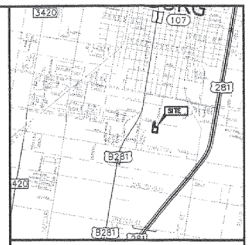
THENCE S 81 15' 00" E ALONG THE SOUTH LINE OF SAID ESTEVIS SUBDIVISION BEING PARALLEL TO THE NORTH LINE OF SAID LOT 11, PASS AT 125.00 FEET A FOUND ONE-HALF INCH IRON ROD BEING THE SOUTHEAST CORNER OF SAID ESTEVIS SUBDIVISION ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2574460, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2574460, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR A TOTAL DISTANCE OF 255.43 FEET TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' ON THE EAST LINE OF SAID LOT 11 BEING THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2574460, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE MOST SOUTHERLY NORTHEAST OF HEREIN DESCRIBED TRACT.

THENCE S 08 39' 41" W 380.00 FEET ALONG SAID EAST LINE OF LOT 11 TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' ON THE NORTH LINE OF LOMAS DEL VALLE SUBDIVISION AS RECORDED IN VOLUME 18, PAGE 107, MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING THE SOUTHEAST CORNER OF SAID LOT 11, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 81 15' 00" W 358.12 FEET ALONG THE SOUTH LINE OF SAID LOT 11 ALSO BEING SAID NORTH LINE OF LOMAS DEL VALLE SUBDIVISION TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' BEING THE SOUTHWEST CORNER OF SAID LOT 11 ALSO BEING THE SOUTHEAST CORNER OF GARDEN VILLA TERRACE SUBDIVISION AS RECORDED IN VOLUME 25, PAGE 17B, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 08 45' 00" E ALONG THE WEST LINE OF SAID LOT 11 ALSO BEING THE EAST LINE OF SAID GARDEN VILLA TERRACE SUBDIVISION, PASS AT 660.00 FEET A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED 'RPLS 4204' BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID DAWSON DRIVE AND CONTINUING FOR A TOTAL DISTANCE OF 680.00 FEET TO A POINT ON THE CENTERLINE OF SAID DAWSON DRIVE BEING THE NORTHWEST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID GARDEN VILLA TERRACE SUBDIVISION, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 81 15' 00" E 102.10 FEET ALONG SAID CENTERLINE OF DAWSON DRIVE ALSO BEING THE NORTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING AND CONTAINING 3.78 ACRES OF LAND, MORE OR LESS.



LOCATION MAP
SCALE: 1" = 4000'

PREPARED BY:

SDI ENGINEERING, L.L.C.
2105 S JACKSON RD.
EDINBURG, TEXAS 78539

DATE PREPARED: JANUARY 25, 2024
DATE SURVEYED: MAY 5, 2023

Parcel Area Table			Parcel Area Table			Parcel Area Table		
Lot #	Area	Acre	Lot #	Area	Acre	Lot #	Area	Acre
1	3002.27	0.07	12	2502.50	0.06	23	3455.16	0.08
2	2850.00	0.07	13	2502.50	0.06	24	2849.83	0.07
3	2850.00	0.07	14	2502.50	0.06	25	2849.83	0.07
4	2850.00	0.07	15	2820.95	0.06	26	2849.83	0.07
5	2850.00	0.07	16	2820.95	0.06	27	2849.83	0.07
6	2850.00	0.07	17	2502.50	0.06	28	2849.83	0.07
7	2850.00	0.07	18	2502.50	0.06	29	2849.83	0.07
8	2854.36	0.07	19	2502.50	0.06	30	2849.83	0.07
9	2820.90	0.06	20	2502.50	0.06	31	3450.96	0.08
10	2502.50	0.06	21	2502.50	0.06	32	4168.02	0.10
11	2502.50	0.06	22	2828.48	0.06	LOT A	8023.55	0.18

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, March 12, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 W. University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM SUBURBAN USES TO AUTO URBAN USES AND THE REZONING REQUEST FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, BEING A 3.78 ACRE TRACT OF LAND BEING A PORTION OF LOT 11, ACRES BONITOS SUBDIVISION, LOCATED AT 300 DAWSON DRIVE, AS REQUESTED BY DAWSON ENDEAVOURS, LLC.

This district is the highest intensity single-family residential district.

This request is scheduled to be heard by the **City Council on Tuesday, April 7, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, March 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, March 11, 2026

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: _____

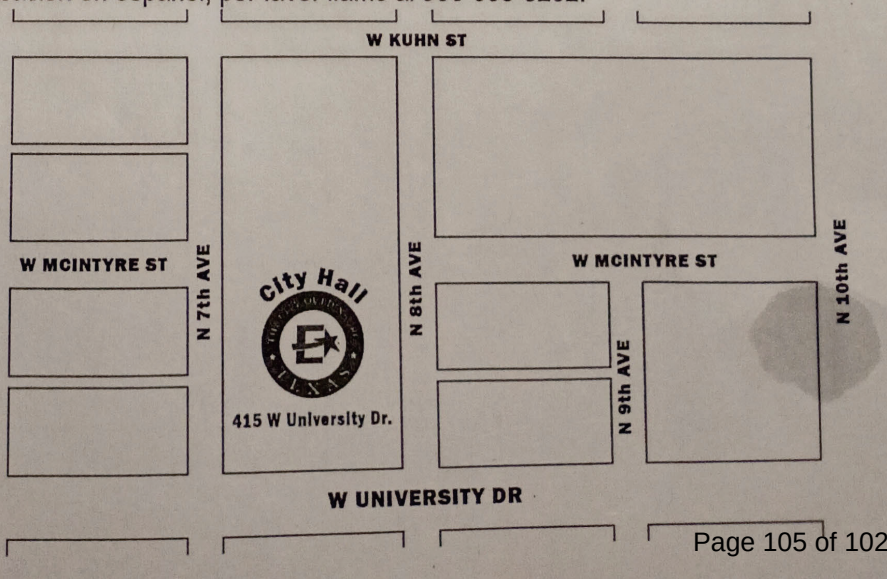
Print Name: Lydia Barrera Phone No. _____

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

NOTIFICACIÓN

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

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



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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: Respectfully, I am against this due to several reasons. First,the infrastructure. Our roads, water and drainage/sewage are inadequate to support higher density. Second is safety. Our street Yellow Rose is already being used as an Arterial Road for others to cut from Closner to Canton and vice versa, this would definetly increase traffic congestion and potential for accidents. Lastly, compatibility. A design for townhomes(aka Apts) will greatly differ with the current surrounding, existing area.

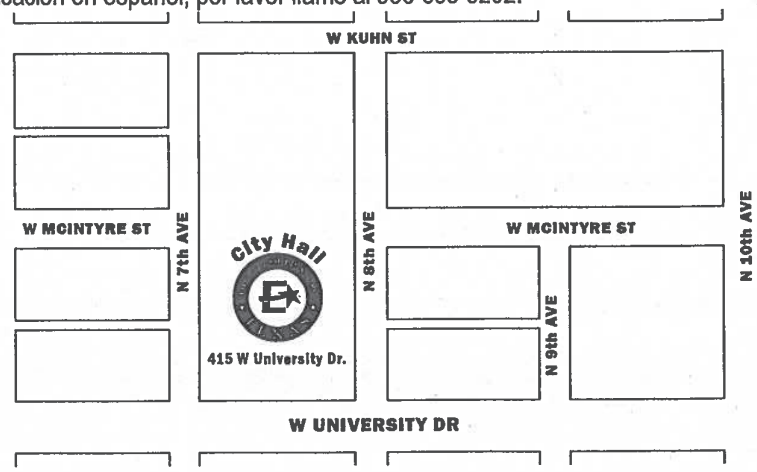
Print Name: Baldemar Vela Phone No. [redacted]

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

NOTIFICACIÓN

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

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



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, BEING A 3.78 ACRE TRACT OF LAND BEING A PORTION OF LOT 11, ACRES BONITOS SUBDIVISION, LOCATED AT 300 DAWSON DRIVE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multifamily (RM) District, and Residential, Urban and Townhome (RU) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 3.78 Acre Tract of Land Being a Portion of Lot 11, Acres Bonitos Subdivision, Located at 300 Dawson Drive from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

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

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 3.78 ACRE TRACT OF LAND BEING A PORTION OF LOT 11, ACRES BONITOS SUBDIVISION, LOCATED AT 300 DAWSON DRIVE, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Suburban Uses to Auto Urban Uses and,

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

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

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

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

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

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

(1) Population growth requiring more Auto Urban Uses;

(2) Expansion and development of Auto Urban Uses.

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

proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS
Agenda Item No: 7.E.
Rezoning Request - Mario Serna

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road, as Requested by Mario Serna. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located at the north side of E. Alberta Road, approximately 1,000 feet west of S. Veterans Blvd. The property is currently zoned Residential Primary (RP) District. This property was annexed into the City Limits of Edinburg on March 17, 2013. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 156.43 feet along E. Alberta Road and a lot depth of 450 feet for a total area of 1.529 acres. Currently, the property is vacant. The applicant is requesting to construct a food truck/commercial plaza at said location.

Adjacent zoning is Agriculture and Open Space (AO) District in all surrounding areas. Surrounding land uses consist of single-family residential homes and commercial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, January 30, 2026, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission issued a 3–3 split vote, resulting in a recommendation of denial.

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

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning

Prepared by:
Rita Guerrero, Assistant

Jesus Saenz, Assistant City Manager

Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District

APPLICANT: Mario Serna

AGENT: Not Applicable

LEGAL: Being Lot 1, Mayrin Subdivision

LOCATION: Located at 1005 E. Alberta Road

LOT/TRACT SIZE: 1.529 acres

CURRENT USE: Vacant Land

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential Primary (RP) 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: General Commercial Uses

PUBLIC SERVICES: North Alamo Water Supply Coop Water and City of Edinburg Sewer CCN Service Area

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District

REZONING REQUEST

MARIO SERNA

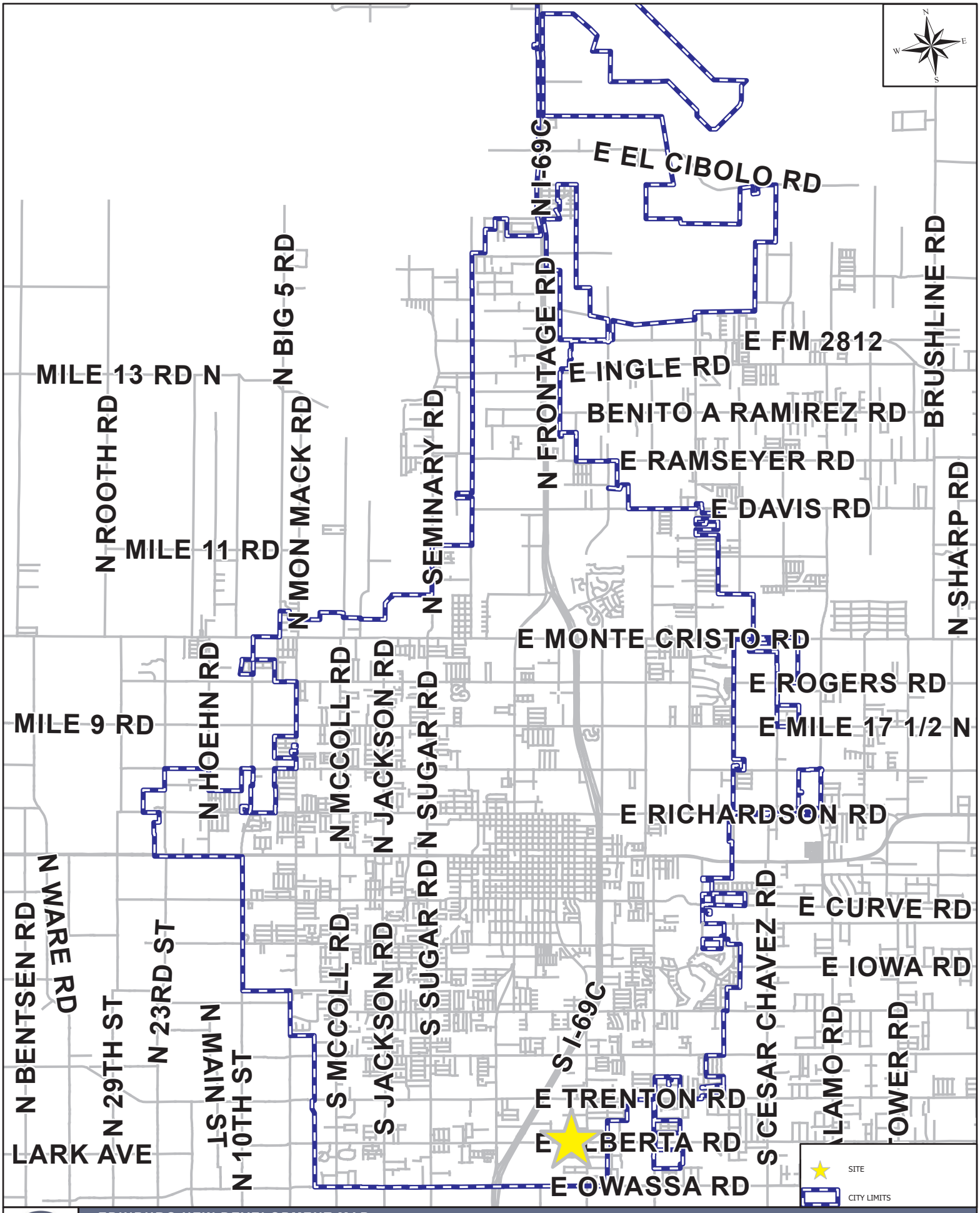
EVALUATION

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

1. The property currently sits vacant.
2. Surrounding land consists of single-family residential uses and commercial uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

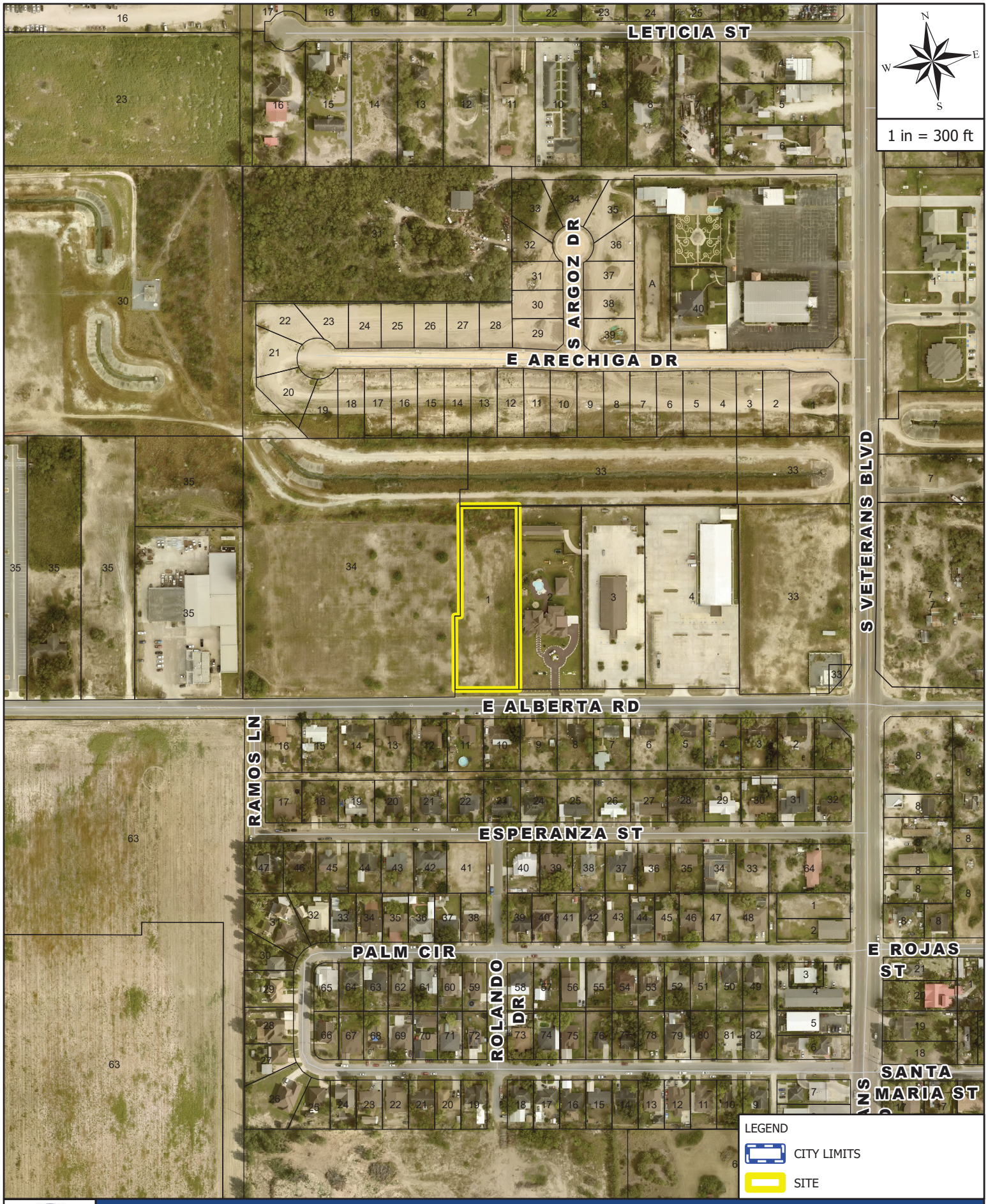
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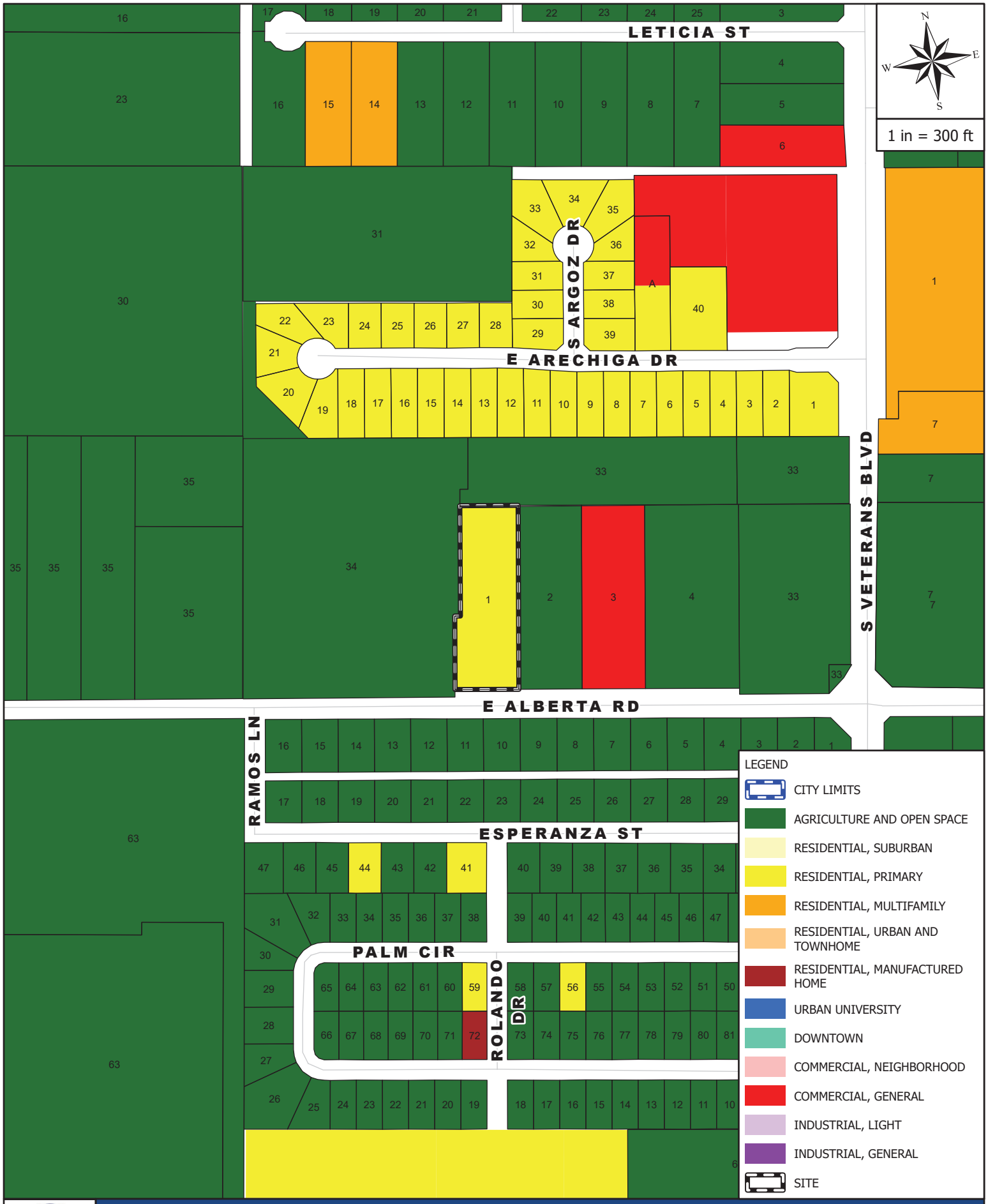
EDINBURG NEW DEVELOPMENT MAP

1005 E ALBERTA RD



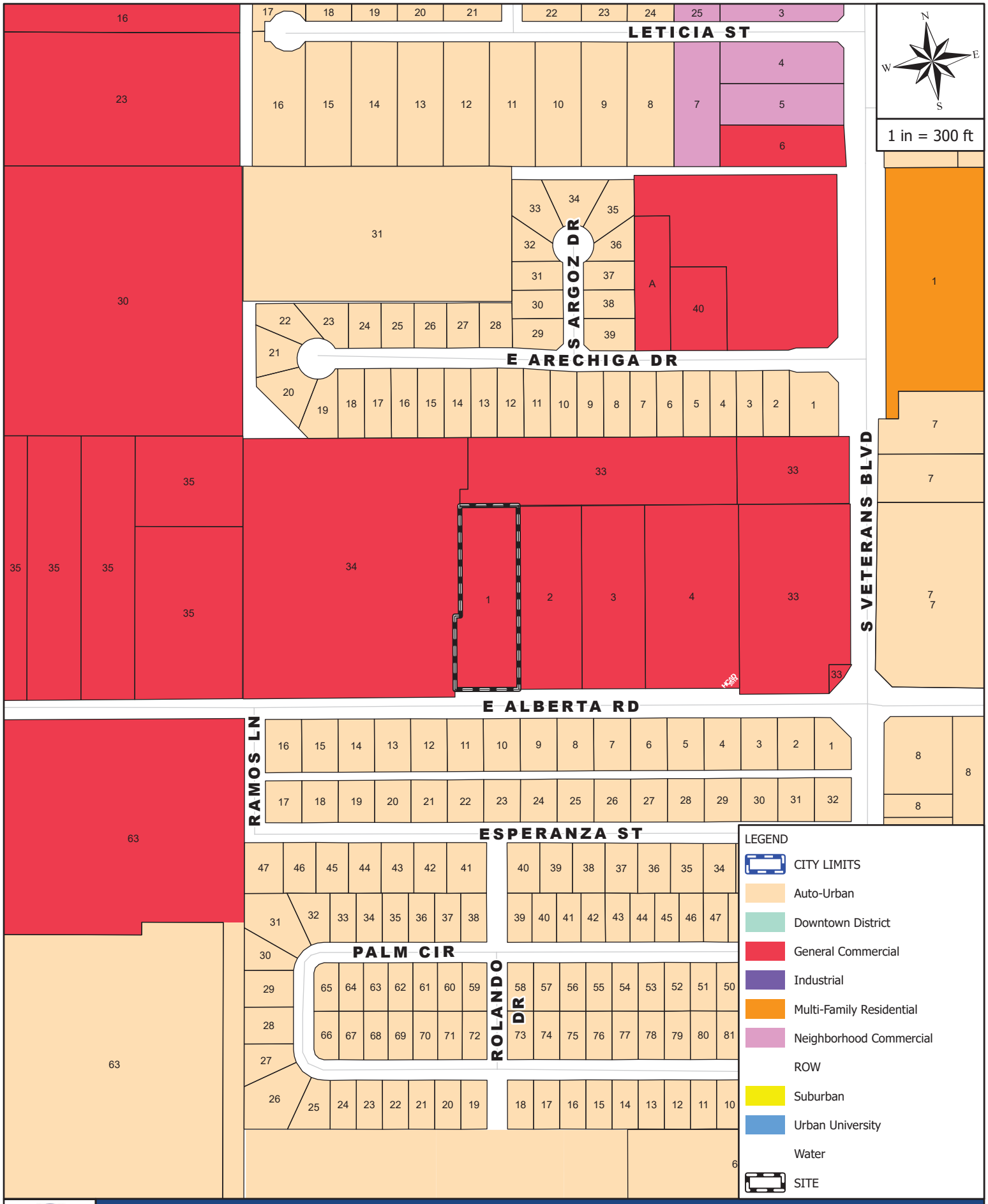
AERIAL MAP

1005 E ALBERTA RD



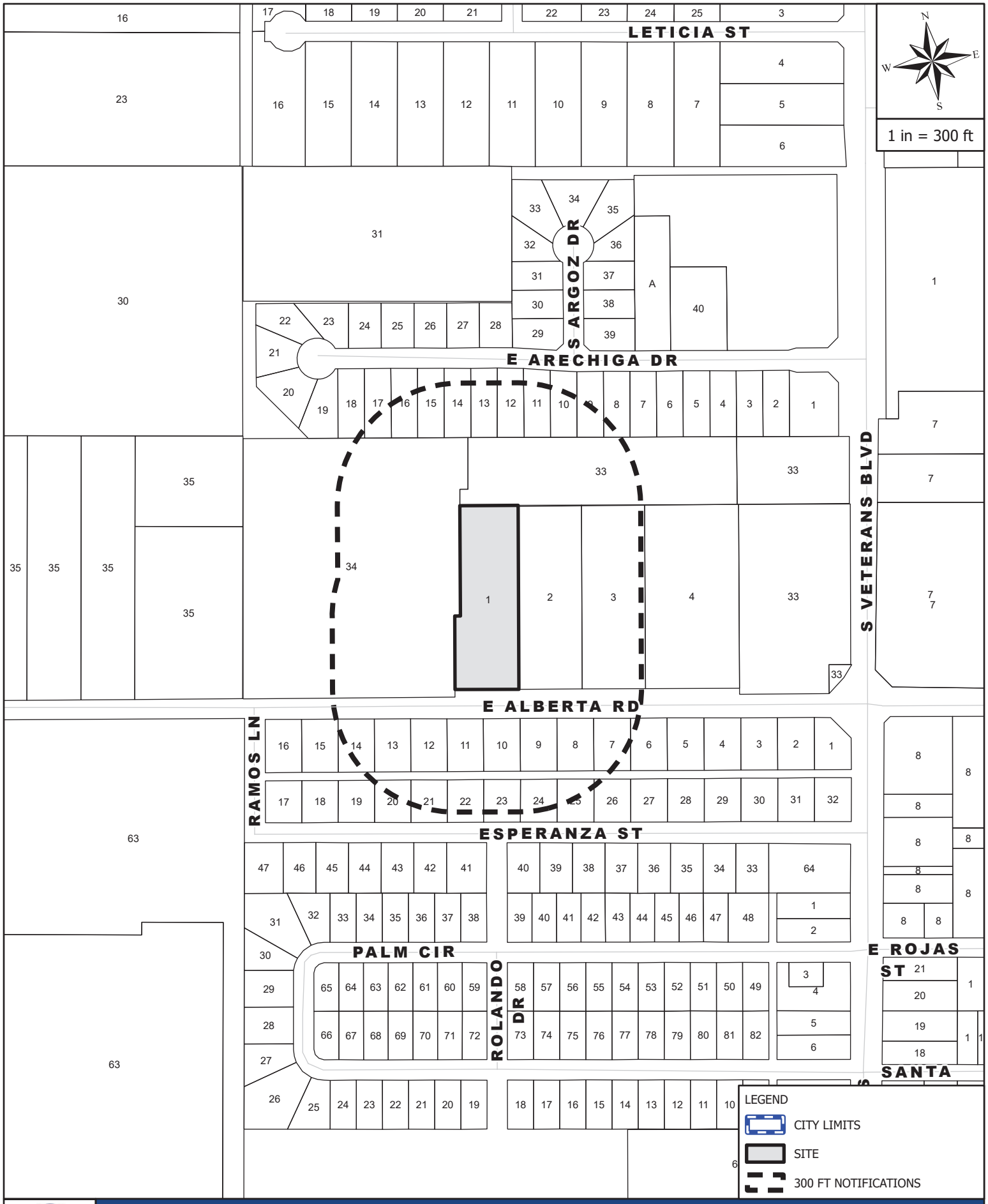
ZONING MAP

1005 E ALBERTA RD



FUTURE LANDUSE MAP

1005 E ALBERTA RD



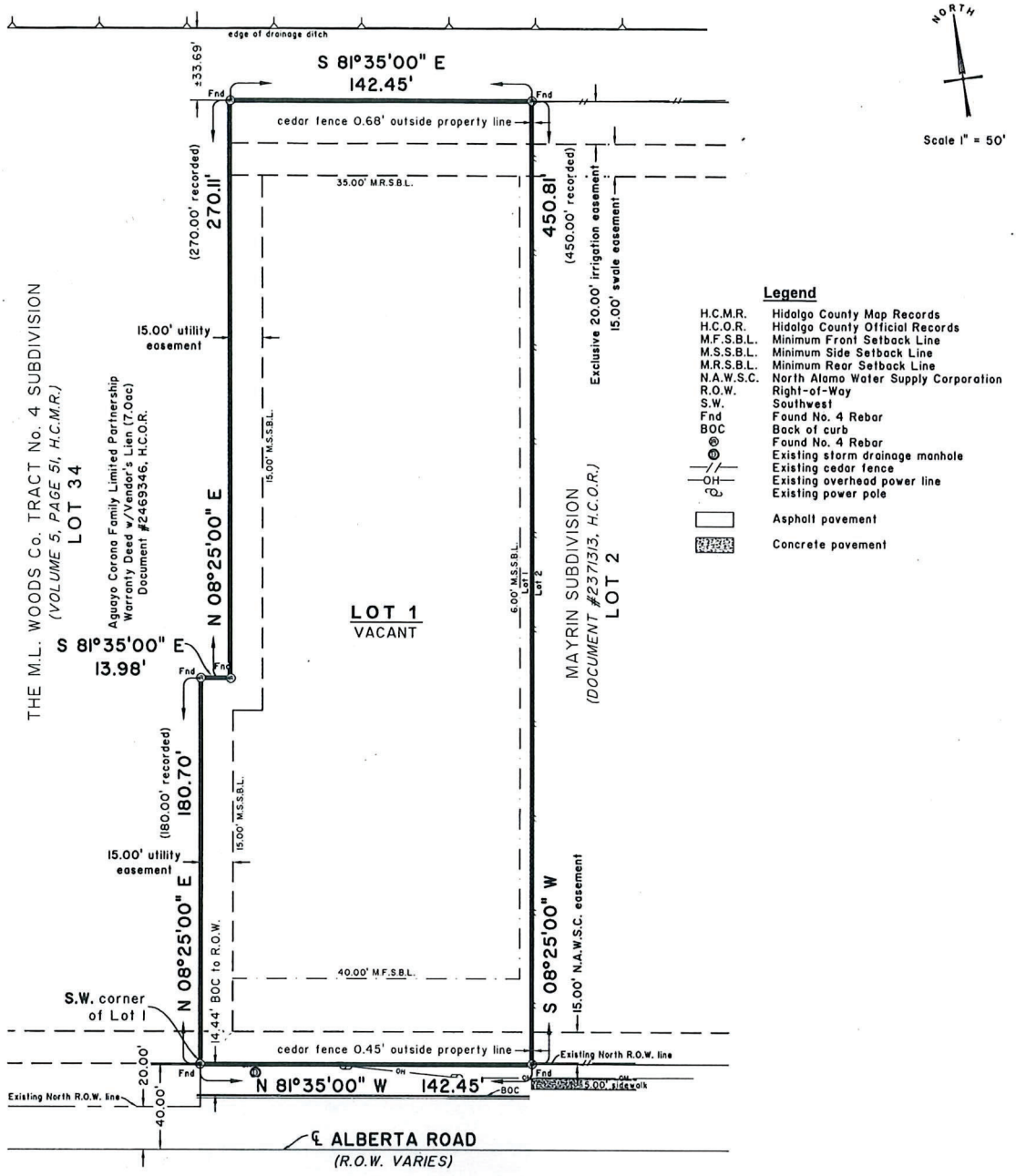
MAILOUT AND SITE MAP

1005 E ALBERTA RD

Rezoning Request Site Photo

Mario Serna
1005 E Alberta Rd.





SURVEY PLAT SHOWING
ALL OF LOT 1, MAYRIN SUBDIVISION, HIDALGO COUNTY, TEXAS, DOCUMENT #2371313, H.C.O.R.

General Notes:

1. Survey is valid only if print has original seal and signature of surveyor.
2. Bearing basis as per the West line of Lot, Mayrin Subdivision, Document #2371313, H.C.O.R.
3. Survey was prepared without the benefit of a title policy, which may show additional easements affecting this lot. Surveyor is advising the recipient of this plat that additional easements may be on this lot.
4. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2. Existing underground irrigation pipes have easements which require Irrigation Districts direction to establish width & locations.
5. This conveyance is made further subject to all rights, easements, contracts and liens in favor of the irrigation system under which such land is located.
6. William A. Mangum did not research or prepare a title report or abstract of title on the above property.
7. Building, zoning, platting and/or regulatory laws and/or ordinances of any municipal and/or other governmental authority will apply.
8. The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
9. Flood Zone "B" - Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.
   Flood Zone "C" - Areas of minimal flooding.
   Community Panel No. 480334 0425C
   Map Revised: November 16, 1982

The undersigned hereby state that this survey as described hereon, was made on the ground on 04/10/2019 under my direction, that the only improvements on the ground are as shown, That there are no visible encroachments or visible overlapping, apparent conflicts, or visible easements, except as shown hereon.

WILLIAM A. MANGUM, RPLS No. 4353 DATE:

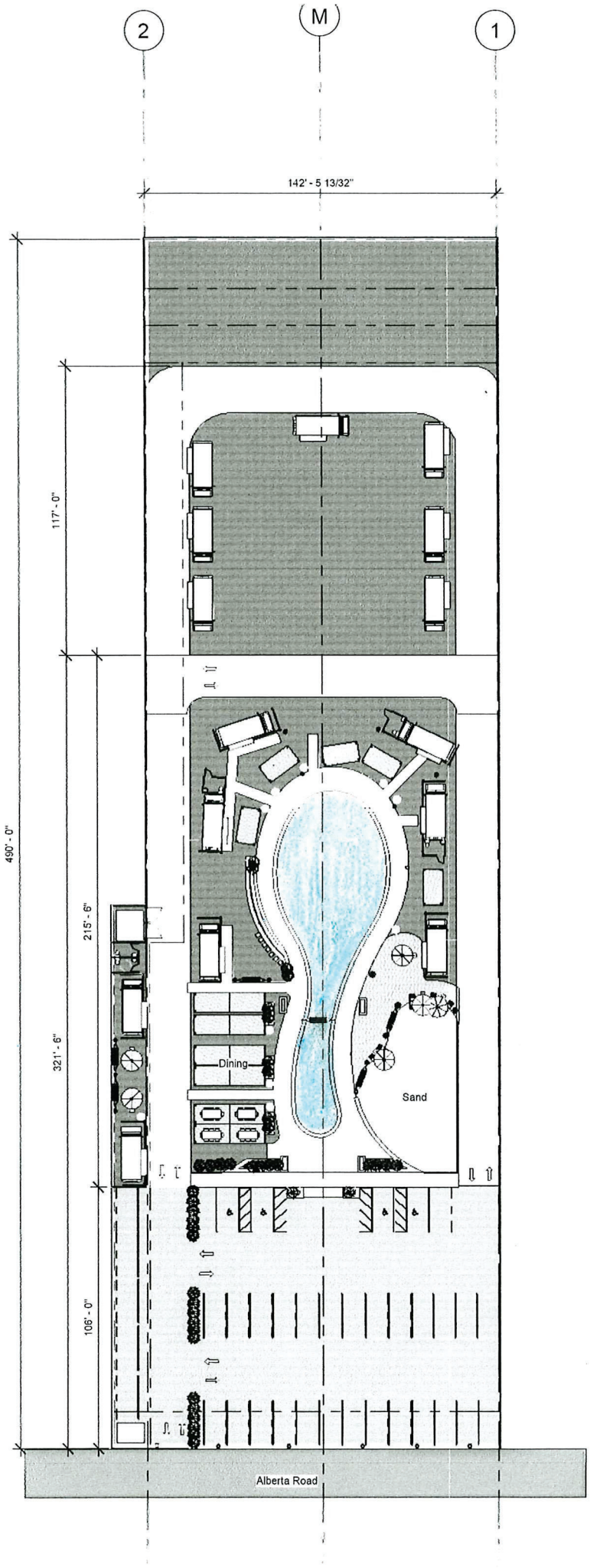
STATE OF TEXAS · REGISTERED · WILLIAM A. MANGUM · 4353 · PROFESSIONAL · LAND SURVEYOR

W & L MANGUM SURVEYING
817 N. WARE ROAD SUITE 19 McALLEN, TEXAS 78501
PHONE (956) 249-8061
FIRM NUMBER 10113300
wlmangumsurveying@gmail.com

DATE: 04/12/2019 JOB No. WLM19-020 BOOK 126 PG. 60

T.B.P.L.S. PHONE NO. 512-239-5263

©COPYRIGHT 2019 W&L MANGUM SURVEYING ALL RIGHTS RESERVED


2
M
1
142' - 5 13/32"
490' - 0"
117' - 0"
215' - 6"
321' - 6"
106' - 0"
Dining
Sand
Alberta Road

[UNKNOWN SENDER] Rezoning Request

LT

Lupita Trejo [redacted]

To [redacted]

Reply | Reply All | Forward | ...

Mon 2/9/2026 1:47 AM

Some of the senior residents and I are against the rezoning request by Mario Serna located at 1005 E.Alberta Rd., Edinburg, Texas.

1. This residential location is mostly occupied by Senior residents. We get swamped by traffic due to Events at Bert Ogden Event Center. When these events take place, we can not come into our property or get out.

2. The traffic gets bad due to drivers speeding like as it was the expressway. This goes day and night. Maybe it would help if cops were around.

3. The blinking light on Alberta road and Veterans Rd. doesn't help at all. There has been several accidents at this location. There should be a green, yellow, and red light there. This could help some with all the traffic.

Because of all the above, we believe this commercial request would create more traffic than we have now. I have addressed these problems, #2 and #3, to the past Mayors, Molina and Garza. No response. We believe this commercial business would create more traffic.

I spoke to some of the neighbors. They didn't get a nofication.

Sincerely,

Lupita C Trejo

[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOT 1, MAYRIN SUBDIVISION, LOCATED AT 1005 E. ALBERTA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.A.
Comprehensive Plan Amendment and Rezoning Request - Lisseth Sesatty

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Being Lot 10, Block 272, Original Townsite of Edinburg, Located at 413 W. Mahl, as Requested by Lisseth Sesatty. **(A 4/5 vote is required to overturn the Planning and Zoning Commission action.)** [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the north side of W. Mahl Street, approximately 200 feet west of S. 8th Avenue. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The requested zoning is Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. This property has a total frontage of 50 feet along W. Mahl Street and a lot depth of 142 feet for a total area of 7,100 square feet. Currently, the property has a single-family residential home. The applicant is requesting to utilize the property for office uses.

Adjacent zoning is Residential, Primary (RP) District to the east, west and south, and Commercial, Neighborhood (CN) District to the north. Surrounding land uses consists of single-family residential uses. The Future Land Use designation for this property is for Auto Urban Uses.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, February 27, 2026, and received one comments in favor and six comments against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to deny the Comprehensive Plan Amendment and the Rezoning Request. (A 4/5 vote is required to overturn the Planning and Zoning Commission action.)

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City

requirements, as applicable.

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

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

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Lisseth Sesatty

AGENT: Not Applicable

LEGAL: Being Lot 10, Block 272, Original Townsite of Edinburg

LOCATION: Located at 413 W. Mahl

LOT/TRACT SIZE: 7,100 square feet

CURRENT USE: Single Family Residential Home

PROPOSED USE: Residential, Multifamily (RM) District

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
LISSETH SESATTY

EVALUATION

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

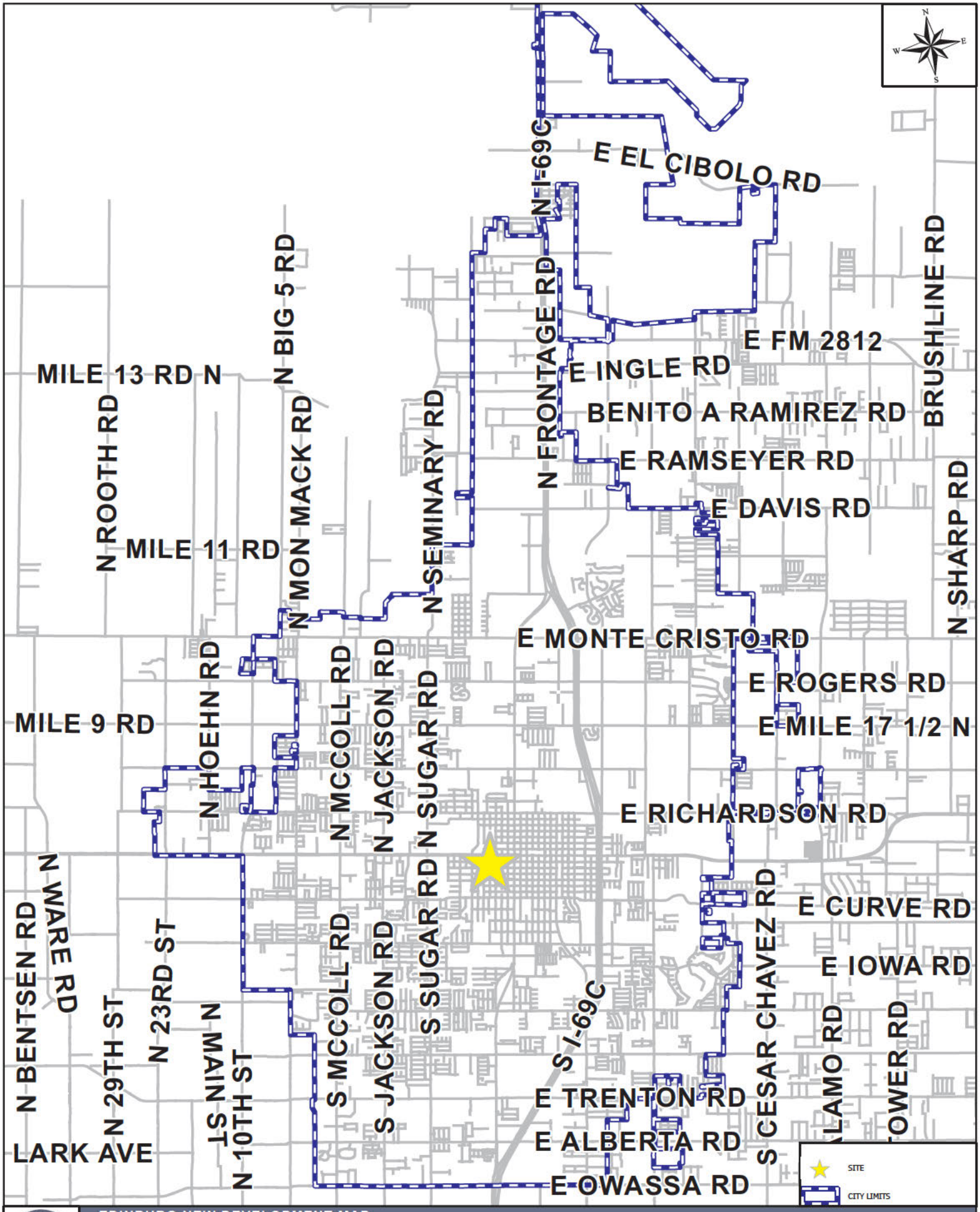
1. The property currently has a single-family residential home on the property.

2. Surrounding land consists of single-family residential uses.

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

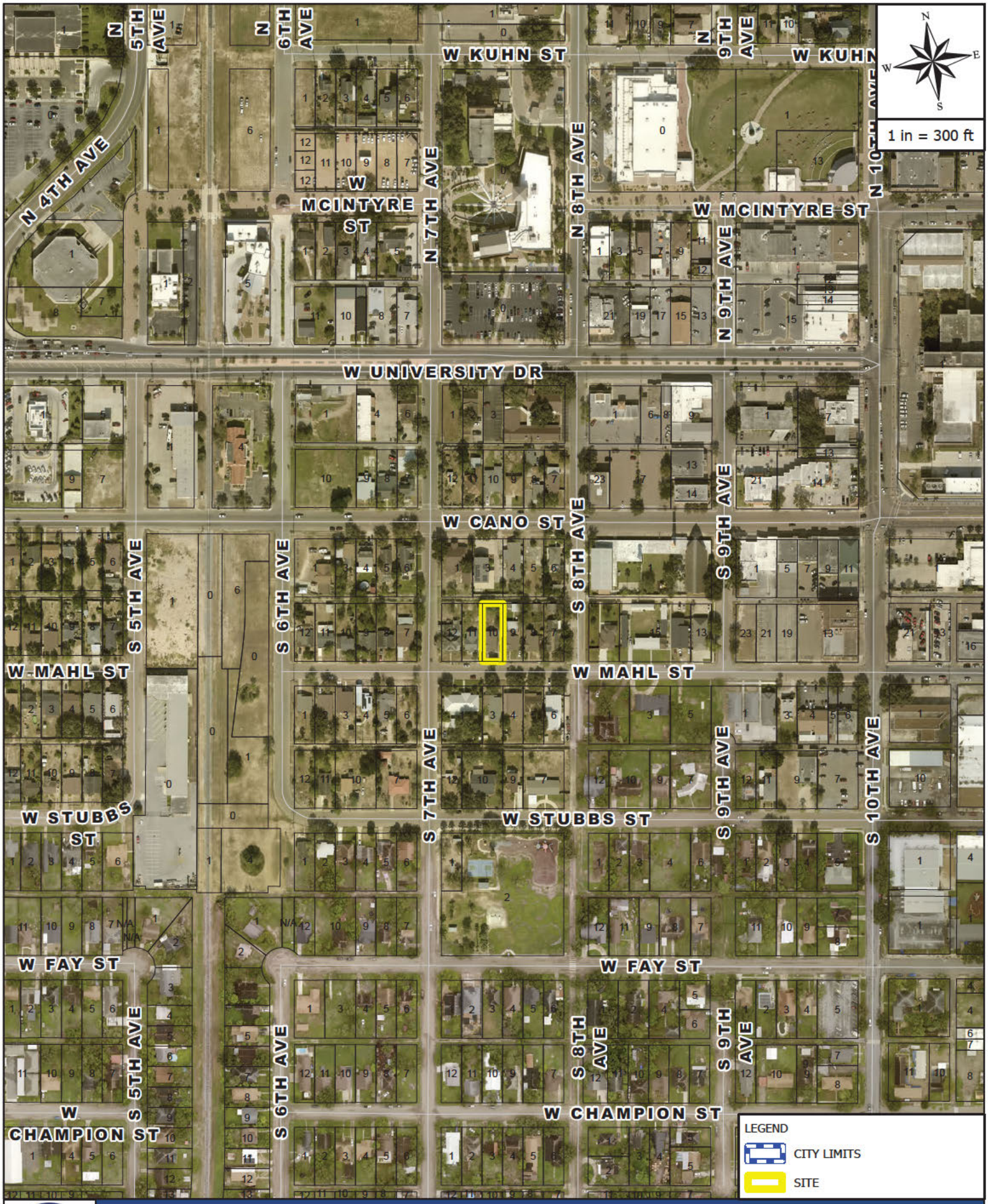
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EDINBURG NEW DEVELOPMENT MAP

413 W MAHL ST



AERIAL MAP

413 W MAHL ST



ZONING MAP

413 W MAHL ST



FUTURE LANDUSE MAP

413 W MAHL ST



MAILOUT AND SITE MAP

413 W MAHL ST

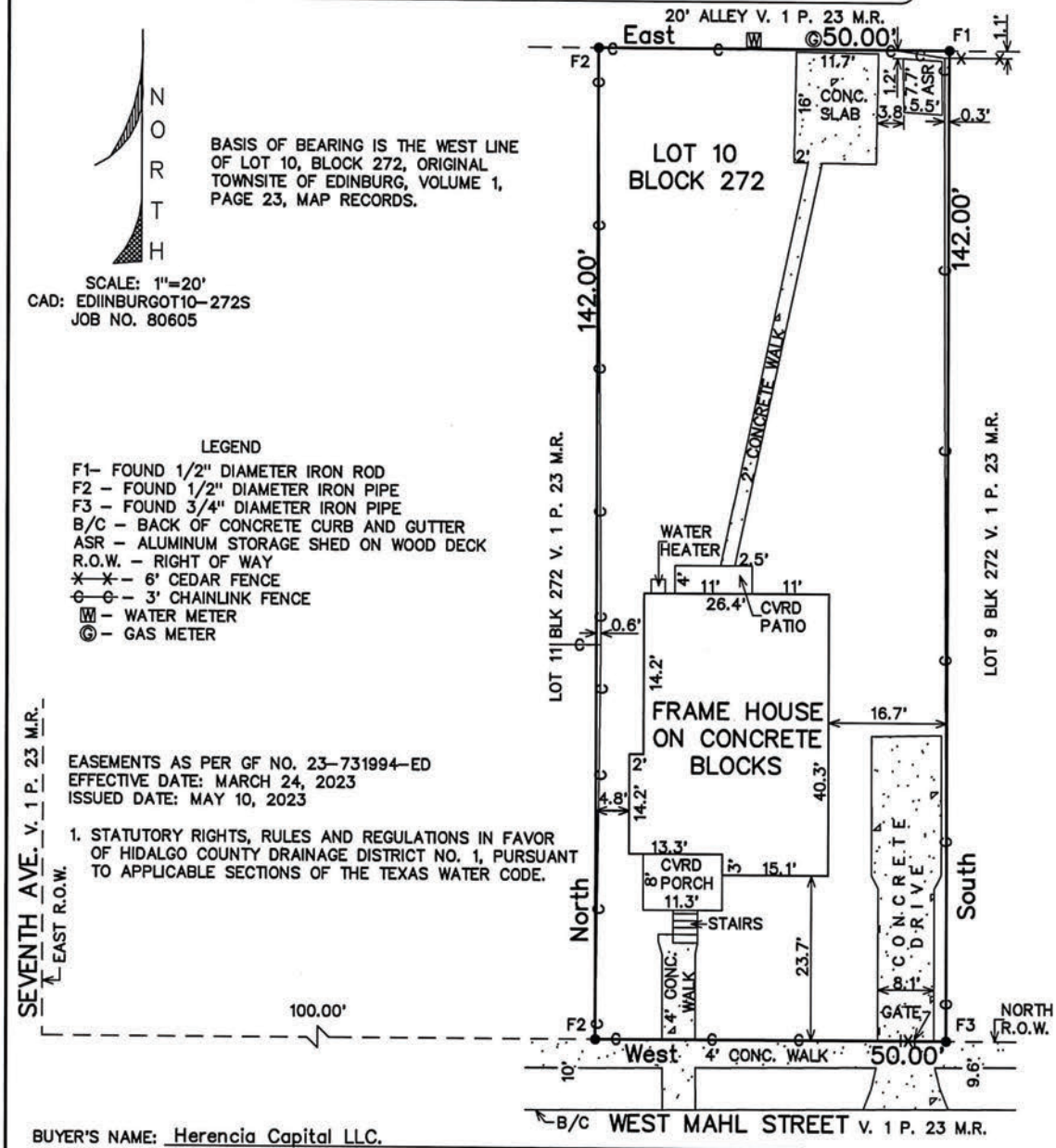
Rezoning Request Site Photo

Lisseth Sesatty
413 W. Mahl St.



PEÑA ENGINEERING

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



N O R T H

BASIS OF BEARING IS THE WEST LINE OF LOT 10, BLOCK 272, ORIGINAL TOWNSITE OF EDINBURG, VOLUME 1, PAGE 23, MAP RECORDS.

SCALE: 1"=20'
CAD: EDIINBURGOT10-272S
JOB NO. 80605

LEGEND

F1- FOUND 1/2" DIAMETER IRON ROD
F2 - FOUND 1/2" DIAMETER IRON PIPE
F3 - FOUND 3/4" DIAMETER IRON PIPE
B/C - BACK OF CONCRETE CURB AND GUTTER
ASR - ALUMINUM STORAGE SHED ON WOOD DECK
R.O.W. - RIGHT OF WAY
-X-X- 6' CEDAR FENCE
-O-O- 3' CHAINLINK FENCE
W - WATER METER
G - GAS METER

EASEMENTS AS PER GF NO. 23-731994-ED
EFFECTIVE DATE: MARCH 24, 2023
ISSUED DATE: MAY 10, 2023

1. STATUTORY RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE.

BUYER'S NAME: Herencia Capital LLC.

FLOOD ZONE: By GRAPHICAL PLOTTING Community Panel No. 480338 0020 E
Map Revised: June 06, 2000 (LOMR May 14, 2001)

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

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2023 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: 413 West Mahl Street Edinburg, Texas 78539

LEGAL DESCRIPTION: Lot 10, Block 272, Original Townsite of Edinburg, an addition in Hidalgo County, Texas,

ACCORDING TO THE MAP RECORDED IN VOLUME 1 PAGE 23 OF THE Map RECORDS OF Hidalgo COUNTY, TEXAS.

STATE OF TEXAS REGISTERED PABLO PEÑA, III 5242 PROFESSIONAL LAND SURVEYOR

Pablo Peña III

05-12-2023
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

THE CITY OF Edinburg

NOTIFICATION

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This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use.

This request is scheduled to be heard by the **City Council on Tuesday, April 7, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:

MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, March 11, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, March 11, 2026

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: _____

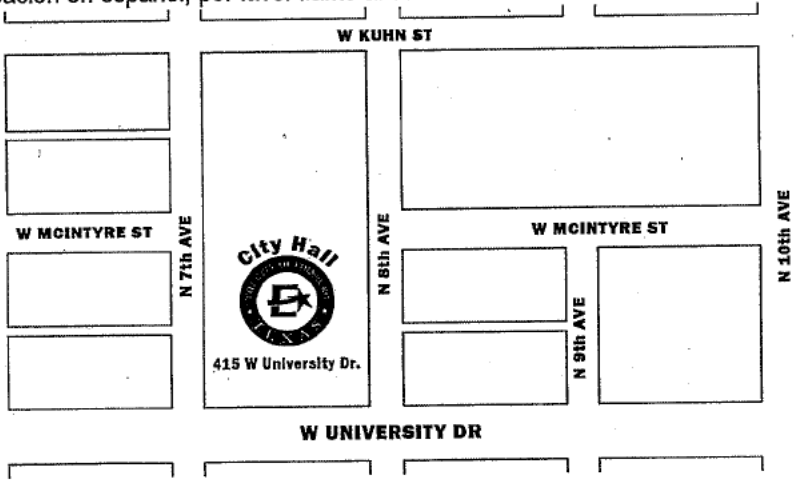
Print Name: Vicente Perez Phone No. [redacted]

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

NOTIFICACIÓN

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

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



THE CITY OF Edinburg

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

Comments: I have been a resident at this address for 74 years and an owner for 23 years after my parents passed away. I am totally against it.

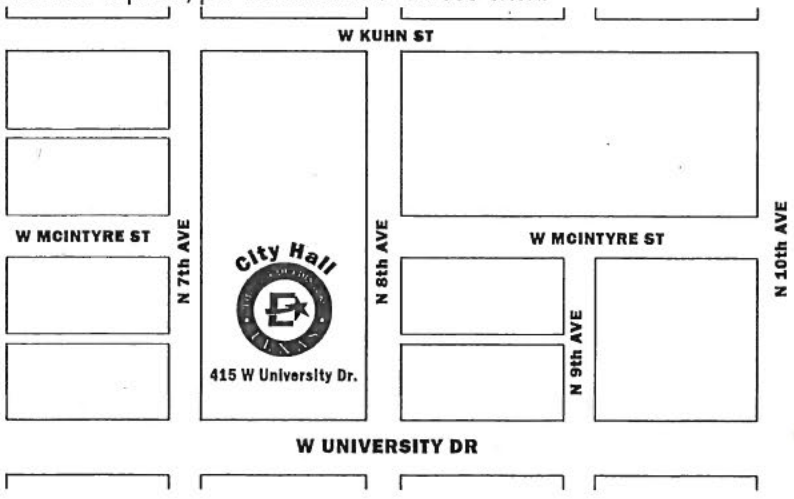
Print Name: Maria Yolanda Lazo Phone No. [redacted]

Address: [redacted]

NOTIFICACIÓN

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



THE CITY OF Edinburg

NOTIFICATION

Case Rezone-2026-0334

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

Comments: The neighbors and I are against a commercial business in our residential neighborhood. There is non sufficient parking for any type of business in this single family dewelling nor do we want highway traffic

Print Name: Eloy Benavides Phone No. [redacted]

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

NOTIFICACIÓN

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



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

Comments: UNCLEAR WITH THE TYPE OF REZONING FOR A BUSINESS. THE PARKING DOES NOT ACCOMADATE ANY BUSINESS. PLEASE SPECIFY THE CHANGE. THE TRASH AND ALLEY ARE BAD.

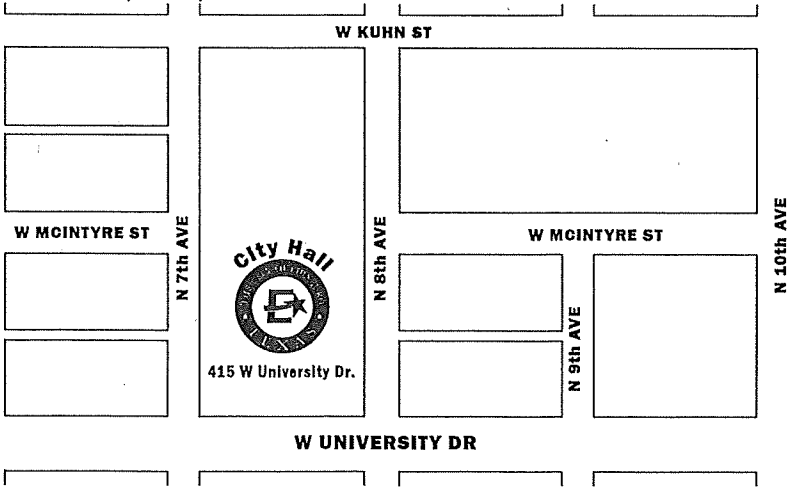
Print Name: MICAELA MONTOYA Phone No. [redacted]

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

NOTIFICACIÓN

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City of Edinburg
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Edinburg, TX 78540-1079



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

Comments: UNCLEAR WITH THE TYPE OF REZONING FOR BUSINESS. THE PARKING IS INSUFFICENT! THE TRASH CONCERN IS AN ISSUE. THE ALLEY IS NOT AVAILABLE TO ACCOMADATE A BUSINESS.

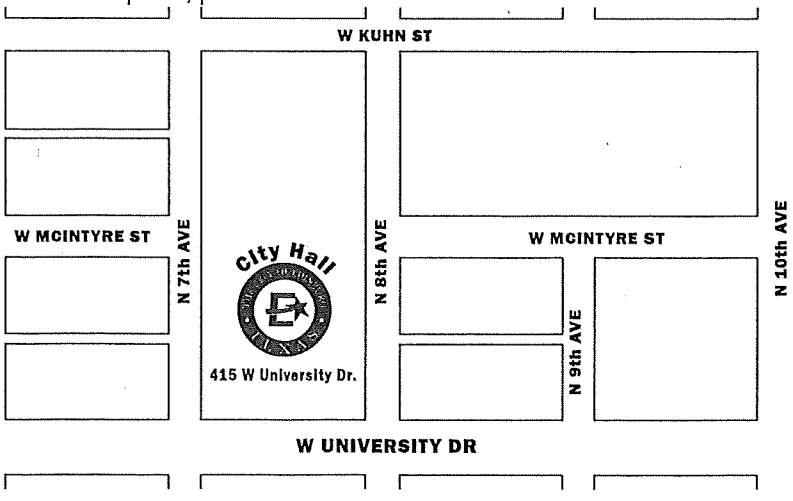
Print Name: OBED MONTOYA Phone No. [redacted]

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

NOTIFICACIÓN

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Comments: See Attached

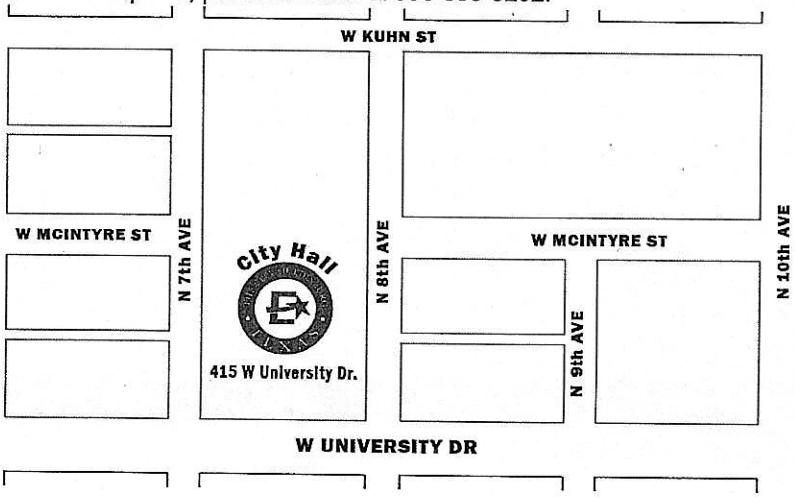
Print Name: Eduardo Marcelo Gutierrez Phone No [redacted]

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

NOTIFICACIÓN

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Comments: See Attached

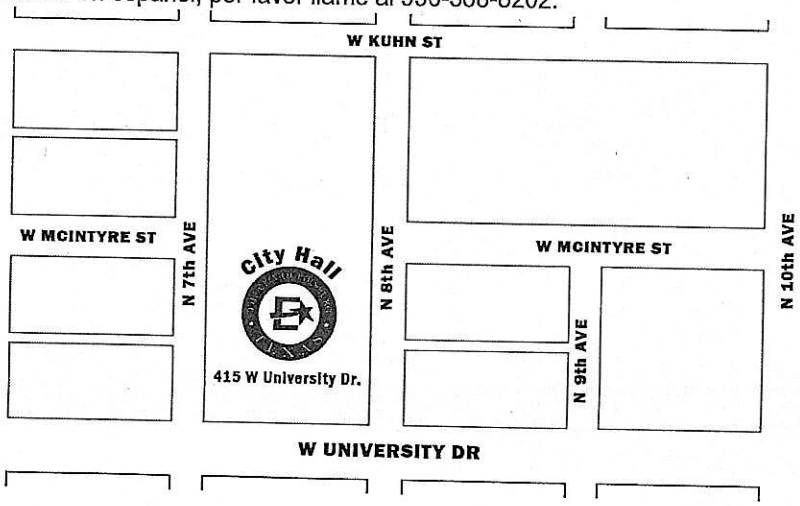
Print Name: Eduardo Marcelo Gutierrez Phone No. [redacted]

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

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



Opposition to Commercial Rezoning

March 5, 2026

To: City of Edinburg Planning and Zoning Department

Subject: Opposition to Commercial Rezoning of Property, 413 W. Mahl St., Edinburg, TX

Dear Planning and Zoning Commission

We are writing to formally express our opposition to the proposed commercial rezoning of the property located across the street from our residence listed above. Our neighborhood has long been a residential area, and we value the quiet, safety, and character that comes with it.

Rezoning this property for commercial use could introduce increased traffic, which we have already experienced due to the growth of our county courthouse, noise, parking congestion, and other disruptions that would negatively affect the quality of life for the residents in this area.

In addition, commercial development near our homes would impact the property values which in turn increase our property taxes, and the overall residential character that we considered when we chose to live here 36 years ago in 1990.

We respectfully ask the City of Edinburg and the Planning and Zoning Commission to consider the concerns of the surrounding homeowners and maintain the current residential zoning designation for this property.

Thank You for your time and consideration

Eduardo Marcelo Gutierrez

Date: March 5, 2026

Printed Name: Eduardo Marcelo Gutierrez

Address: [redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, BEING LOT 10, BLOCK 272, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 413 W. MAHL STREET, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, 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 all of Being Lot 10, Block 272, Original Townsite of Edinburg, Located at 413 W. Mahl Street 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District, and Commercial, 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 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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING LOT 10, BLOCK 272, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 413 W. MAHL STREET, SHOULD BE FOR NEIGHBORHOOD COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

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

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

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

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

(1) Population growth requiring more Neighborhood Commercial Uses;

(2) Expansion and development of Neighborhood Commercial Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.B.
Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, Being a Tract of Land Containing 1.072 Acres Situated in the City of Edinburg, Hidalgo County, Texas consisting of: 0.822 of one Acre Being a Part or Portion of Lot 1 and 0.250 of One Acre Being a Part or Portion of Lot 2, All Being Out of Minnie Fenton Subdivision, Located at 2315 E. Monte Cristo Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located at the northwest corner of E. Monte Cristo Road and N. Gwin Road. The property is currently zoned Manufactured Home (MH) District. This zoning designation is the primary zoning for properly maintained manufactured homes and manufactured home parks. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of approximately 187.08 feet along E. Monte Cristo Road and a lot depth of 187.76 feet along N. Gwin Road for a total area of 1.072 acres. Currently, the property has a single-family residential home. The applicant is requesting to utilize the property for a commercial plaza.

Adjacent zoning is Residential, Primary (RP) District to the north and west, Residential, Multifamily (RM) District to the east and Residential, Primary (RP) District and Commercial, Neighborhood (CN) District to the south. Surrounding land uses consists of residential and commercial uses. The Future Land Use designation for this property is for Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, January 9, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On January 14, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 22, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, based on the surrounding land uses and

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/13/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District

APPLICANT: Terry Canales Attorney at Law, P.L.L.C.

AGENT: Melden & Hunt, Inc.

LEGAL: Being a Tract of Land Containing 1.072 Acres Situated in the City of Edinburg, Hidalgo County, Texas consisting of: 0.822 of one Acre Being a Part or Portion of Lot 1 and 0.250 of One Acre Being a Part or Portion of Lot 2, All Being Out of Minnie Fenton Subdivision

LOCATION: Located at 2315 E. Monte Cristo Road

LOT/TRACT SIZE: 1.072 acres

CURRENT USE: Single-family residential home.

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Manufactured Home (MH) District

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

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: North Alamo Water Supply Coop Water and City of Edinburg Sewer CCN Service Area

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

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN & HUNT, INC.

EVALUATION

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

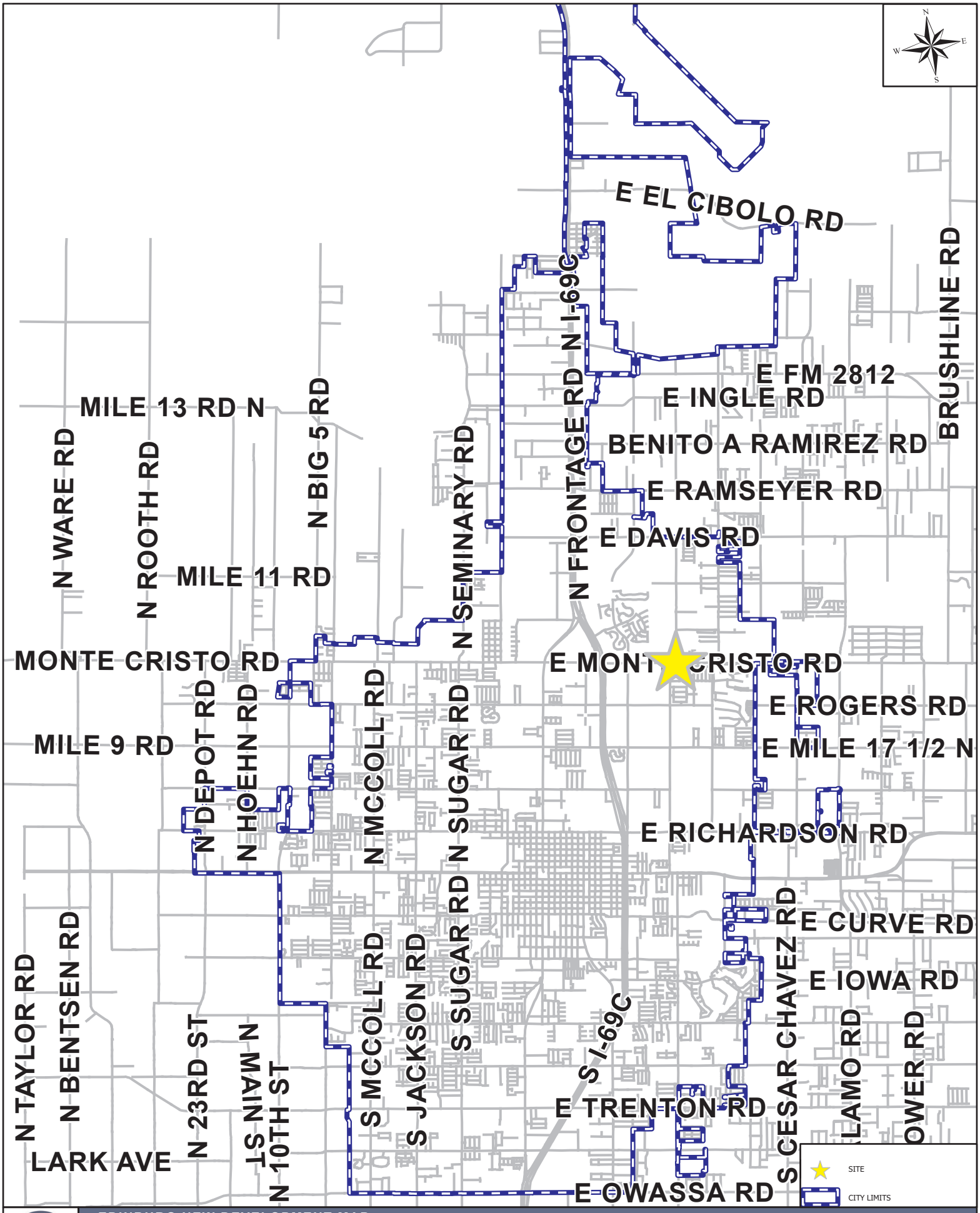
1. The land is currently located along E. Monte Cristo Road that is considered an expansion high speed principal arterial roadway and has an unoccupied building.

2. Surrounding land consists of residential and commercial uses.

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

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

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, January 9, 2026 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



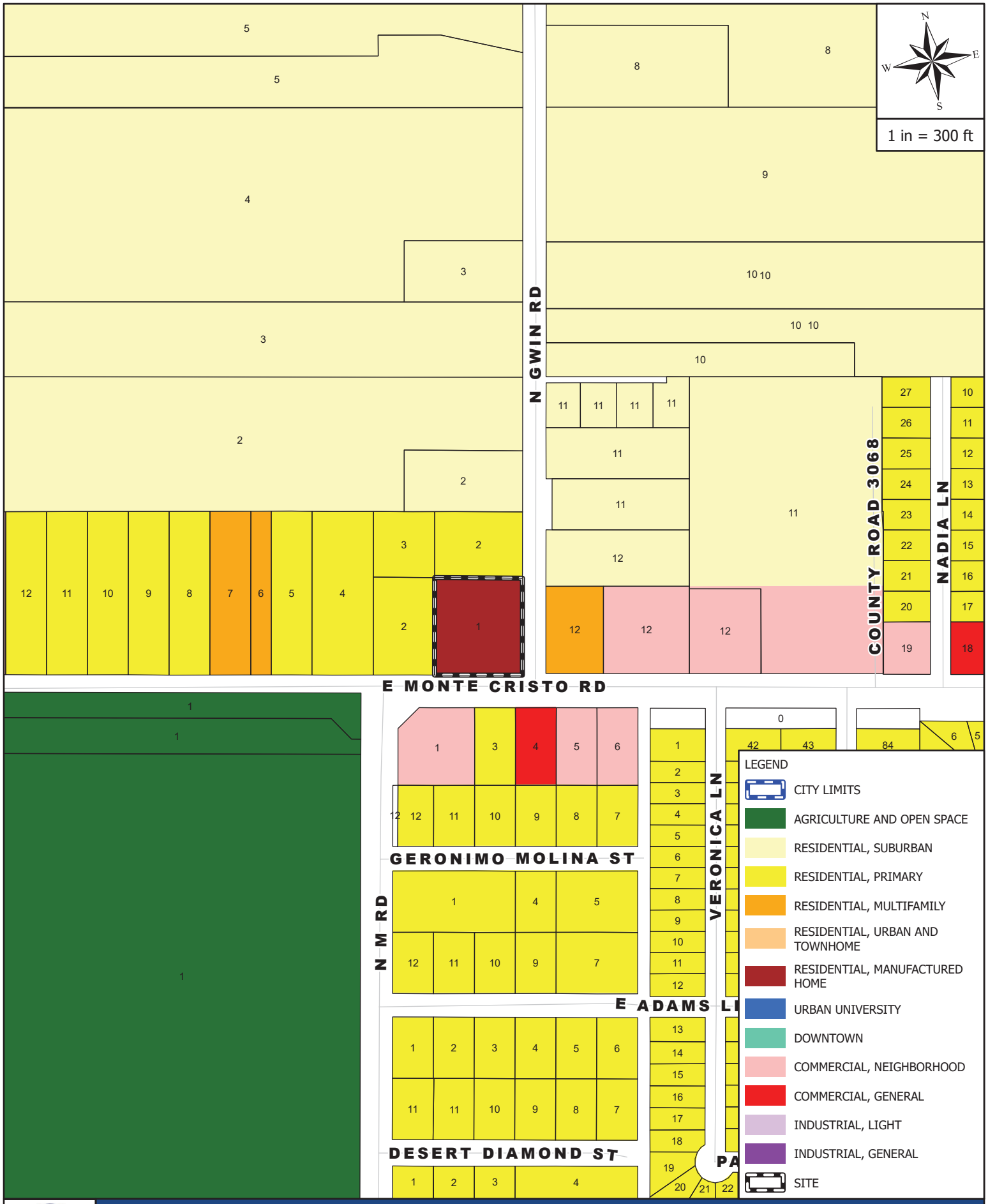
EDINBURG NEW DEVELOPMENT MAP

2315 E MONTE CRISTO RD



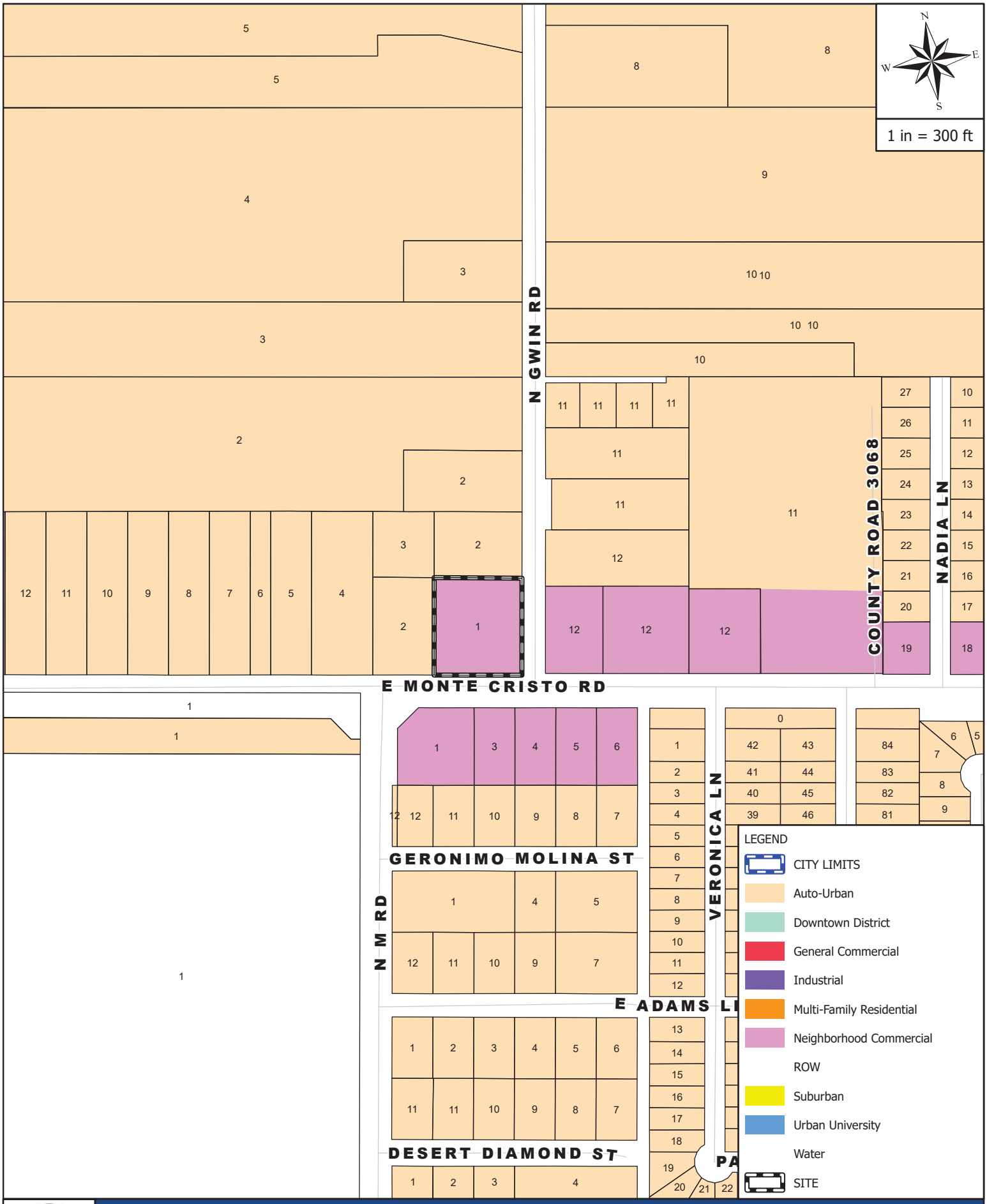
AERIAL MAP

2315 E MONTE CRISTO RD



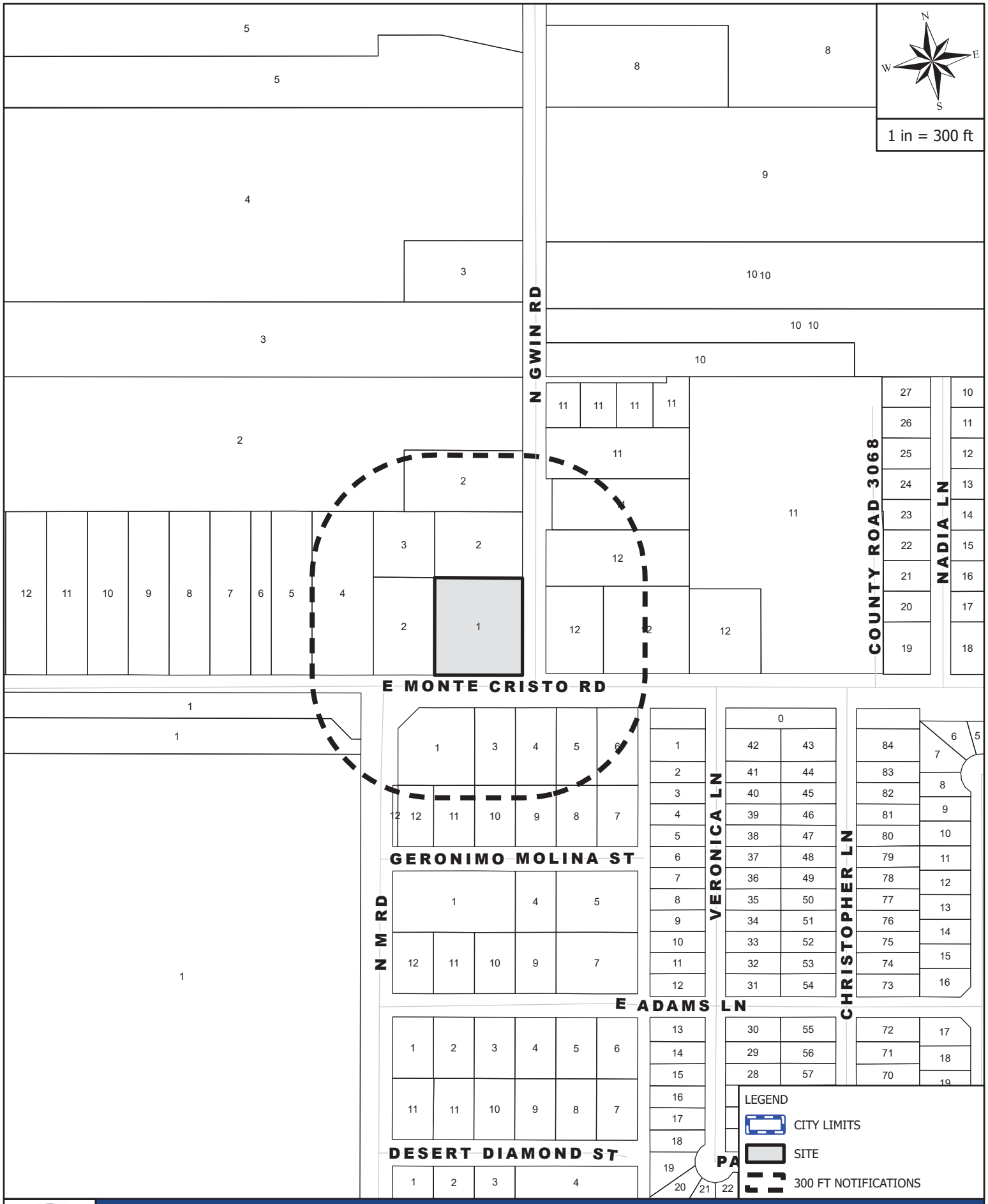
ZONING MAP

2315 E MONTE CRISTO RD



FUTURE LANDUSE MAP

2315 E MONTE CRISTO RD



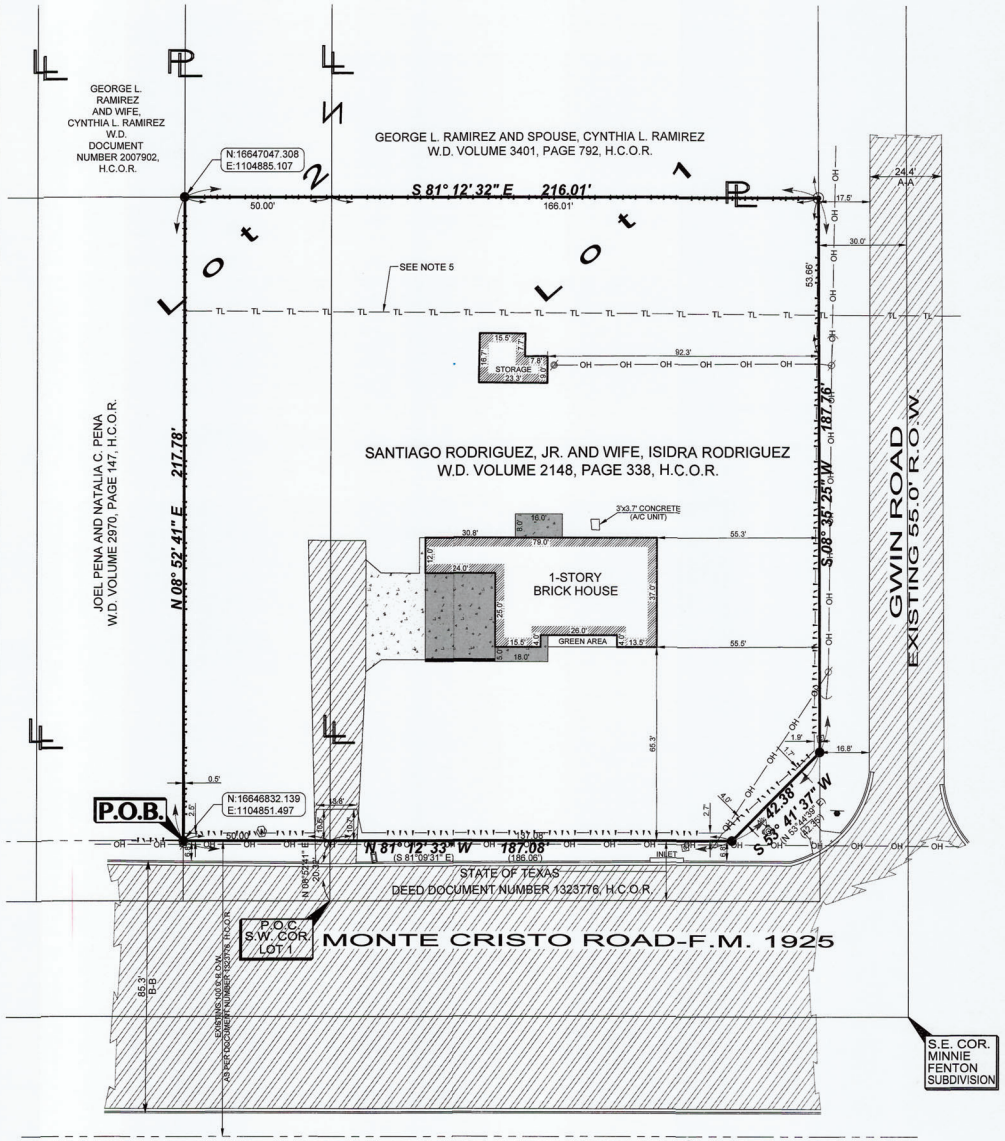
MAILOUT AND SITE MAP

2315 E MONTE CRISTO RD

Rezoning Request Site Photo

Melden & Hunt, INC.
2315 E. Monte Cristo Rd





SCALE:1"=30'

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE

LEGEND

- FOUND No.4 REBAR
- FOUND PIPE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- UNDERGROUND CABLE MARKER
- STOP SIGN
- MAIL BOX
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- STEEL FENCE
- TRANSMISSION LINE
- OVERHEAD POWER LINE
- ASPHALT AREA
- CONCRETE AREA
- COVERED AREA

A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
B-B - BACK OF CURB TO BACK OF CURB
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.T.S. - NOT TO SCALE
S.W. COR. - SOUTHWEST CORNER
S.E. COR. - SOUTHEAST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
W.D.- WARRANTY DEED
H.C.O.R.- HIDALGO COUNTY OFFICIAL RECORDS
( ) - RECORDED DEED CALLS
- SAME OWNER
- LOT LINE
- PROPERTY LINE

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBER: 480338 0020 E
MAP REVISED: JUNE 6, 2000; AND FURTHER REVISED TO REFLECT LOMR DATED MAY 14, 2001

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.072 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS CONSISTING OF: 0.822 OF ONE ACRE BEING A PART OR PORTION OF LOT 1 AND 0.250 OF ONE ACRE BEING A PART OR PORTION OF LOT 2, ALL BEING OUT OF MINNIE FENTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14, PAGE 7, HIDALGO COUNTY MAP RECORDS, WHICH SAID 1.072 ACRES ALSO BEING PART OR PORTION OF A CERTAIN TRACT CONVEYED TO SANTIAGO RODRIGUEZ, JR. AND WIFE, ISIDRA RODRIGUEZ BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 2148, PAGE 338, HIDALGO COUNTY OFFICIAL RECORDS; SAID 1.072 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF MONTE CRISTO ROAD-F.M. 1925;

THENCE, N 08°52'41" E ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 2, A DISTANCE OF 20.32 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD-F.M. 1925;

THENCE, N 81°12'33" W ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD-F.M. 1925, A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16646832.139, EASTING: 1104851.497] FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08°52'41" E A DISTANCE OF 217.78 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16647047.308, EASTING: 1104885.107] FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81°12'32" E AT A DISTANCE OF 50.00 FEET PASS THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID LOT 1, CONTINUING A TOTAL DISTANCE OF 216.01 FEET TO A PIPE FOUND ON THE EAST LINE OF SAID LOT 1 AND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF GWIN ROAD, FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08°35'25" W ALONG THE EAST LINE OF SAID LOT 1 AND THE EXISTING WEST RIGHT-OF-WAY LINE OF GWIN ROAD, A DISTANCE OF 187.76 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, S 53°41'37" W (N 53°44'39" E DEED CALL) A DISTANCE OF 42.38 FEET (42.35 FEET DEED CALL) TO A NO. 4 REBAR FOUND FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
5. THENCE, N 81°12'33" W (S 81°09'31" E DEED CALL) ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD-F.M. 1925, AT A DISTANCE OF 137.08 FEET PASS THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 2, CONTINUING A TOTAL DISTANCE OF 187.08 FEET (186.06 FEET DEED CALL) TO THE POINT OF BEGINNING AND CONTAINING 1.072 ACRES OF LAND, MORE OR LESS.

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. 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.
3. THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION MAP APPROVED BY THE TRANSPORTATION POLICY COMMITTEE ON FEBRUARY 18, 2016, DESIGNATES FOR THE TOTAL WIDTH RIGHT-OF-WAY FOR MONTE CRISTO [F.M. 1925] TO BE A PRINCIPAL ARTERIAL OF 120.00 FEET.
4. THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION MAP APPROVED BY THE TRANSPORTATION POLICY COMMITTEE ON FEBRUARY 18, 2016, DESIGNATES FOR THE TOTAL WIDTH RIGHT-OF-WAY FOR GWIN ROAD TO BE AS AN 80 FOOT COLLECTOR.
5. EASEMENT FOR AN ELECTRIC TRANSMISSION LINE CONSISTING OF WIRES AND ALL NECESSARY AND DESIRABLE ATTACHMENTS AND APPURTENANCES, INCLUDING POLES MADE OF WOOD, METAL OR OTHER MATERIALS, TELEPHONE AND TELEGRAPH WIRES, PROPS, GUYS AND ANCHORAGES AT OR NEAR THE LOCATION AND ALONG THE GENERAL COURSE IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY AND ITS SUCCESSORS AND ASSIGNS, AND RECORDED IN VOLUME 648, PAGE 604, H.C.D.R. SAID VOLUME 648, PAGE 604, H.C.D.R. COVERS ALL OF LOT 1, BLOCK 3 OF SANTA CRUZ GARDENS UNIT NO. 3 RECORDED IN VOLUME 9, PAGE 3, H.C.M.R. SAID MINNIE FENTON SUBDIVISION IS A RESUBDIVISION OF SAID LOT 1, BLOCK 3 OF SAID SANTA CRUZ GARDENS UNIT NO. 3. SURVEYOR DOES NOT KNOW IF SAID CENTRAL POWER AND LIGHT COMPANY EASEMENT COVERS ALL ELECTRICAL UTILITIES AND STRUCTURES FOUND UPON SUBJECT TRACT BECAUSE THE LOCATION IS NOT MENTIONED. NO WIDTH IS SPECIFIED FOR SAID EASEMENT.
6. FOR INFORMATION ON EASEMENTS, CLAIMS, AND/OR EXISTING PIPELINES IN FAVOR OF SANTA CRUZ IRRIGATION DISTRICT NO. 15, PLEASE CONTACT THE DEPARTMENT OF SANTA CRUZ IRRIGATION DISTRICT NO. 15 AT (956) 383-3441.
7. NO UNDERGROUND EXCAVATIONS WERE DONE DURING THE PROGRESS OF THIS SURVEY.

PLAT SHOWING 1.072 ACRES CONSISTING OF: 0.822 OF ONE ACRE OUT OF LOT 1 AND 0.250 OF ONE ACRE OUT OF LOT 2 OF MINNIE FENTON SUBDIVISION VOLUME 14, PAGE 7 H.C.M.R. CITY OF EDINBURG HIDALGO COUNTY, TEXAS

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 9/22/16 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 12/9/2025

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

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10086900
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

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

REF.-JOB No. 16921.08
BOOK T-1021, PG. 61-62
DATE: 12/15/2025
JOB No. 25208
FILE NAME: 25208.08 REV.
DRAWN BY: J.C./I.H./M.L.S.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM MANUFACTURED HOME (MH) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING A TRACT OF LAND CONTAINING 1.072 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS CONSISTING OF: 0.822 OF ONE ACRE BEING A PART OR PORTION OF LOT 1 AND 0.250 OF ONE ACRE BEING A PART OR PORTION OF LOT 2, ALL BEING OUT OF MINNIE FENTON SUBDIVISION, LOCATED AT 2315 E. MONTE CRISTO ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Manufactured Home (MH) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A Tract of Land Containing 1.072 Acres Situated in the City of Edinburg, Hidalgo County, Texas Consisting of: 0.822 of One Acre Being a Part or Portion of Lot 1 and 0.250 of One Acre Being a Part or Portion of Lot 2, All Being Out of Minnie Fenton Subdivision, Located at 2315 E. Monte Cristo Road from Manufactured Home (MH) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 22, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A TRACT OF LAND CONTAINING 1.072 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS CONSISTING OF: 0.822 OF ONE ACRE BEING A PART OR PORTION OF LOT 1 AND 0.250 OF ONE ACRE BEING A PART OR PORTION OF LOT 2, ALL BEING OUT OF MINNIE FENTON SUBDIVISION, LOCATED AT 2315 E. MONTE CRISTO ROAD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.C.
Comprehensive Plan Amendment and Rezoning Request - Gardenia Apartments, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, Being a 2.02 Acre Tract of Land Out of Lot 3, and Lot 4, Block "B". Amended Map of Edinburg, Located at 1025 N. Business Highway 281 (Closner Blvd), as Requested by Gardenia Apartments, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the west side of N. Business Highway 281, approximately 500 feet north of W. Chavez Street. The property is currently zoned Residential, Multifamily (RM) District. This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 210 feet along N. Business Highway 281 and a lot depth of 420 feet for a total area of 1.880 acres. Currently, the property sits vacant. The applicant is requesting to utilize the property for a commercial plaza.

Adjacent zoning is Residential, Multifamily (RM) District to the north and west, Commercial, General (CG) District to the south and Industrial, General (IG) District to the east. Surrounding uses consist of commercial uses and multi-family uses. The Future Land Use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 19 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION –
02/12/2026 CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District

APPLICANT: Gardenia Apartments, LLC.

AGENT: Not Applicable

LEGAL: Being a 2.02 Acre Tract of Land Out of Lot 3, and Lot 4, Block "B". Amended Map of Edinburg

LOCATION: Located at 1025 N. Bus Highway 281 (Closner Blvd.)

LOT/TRACT SIZE: 1.880 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING:
North – Residential, Multifamily (RM) District
South – Commercial, General (CG) District
East – Industrial, General (IG) District
West – Residential, Multifamily (RM) District

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District.

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
GARDENIA APARTMENTS, LLC.

EVALUATION

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

1. The property is currently vacant.

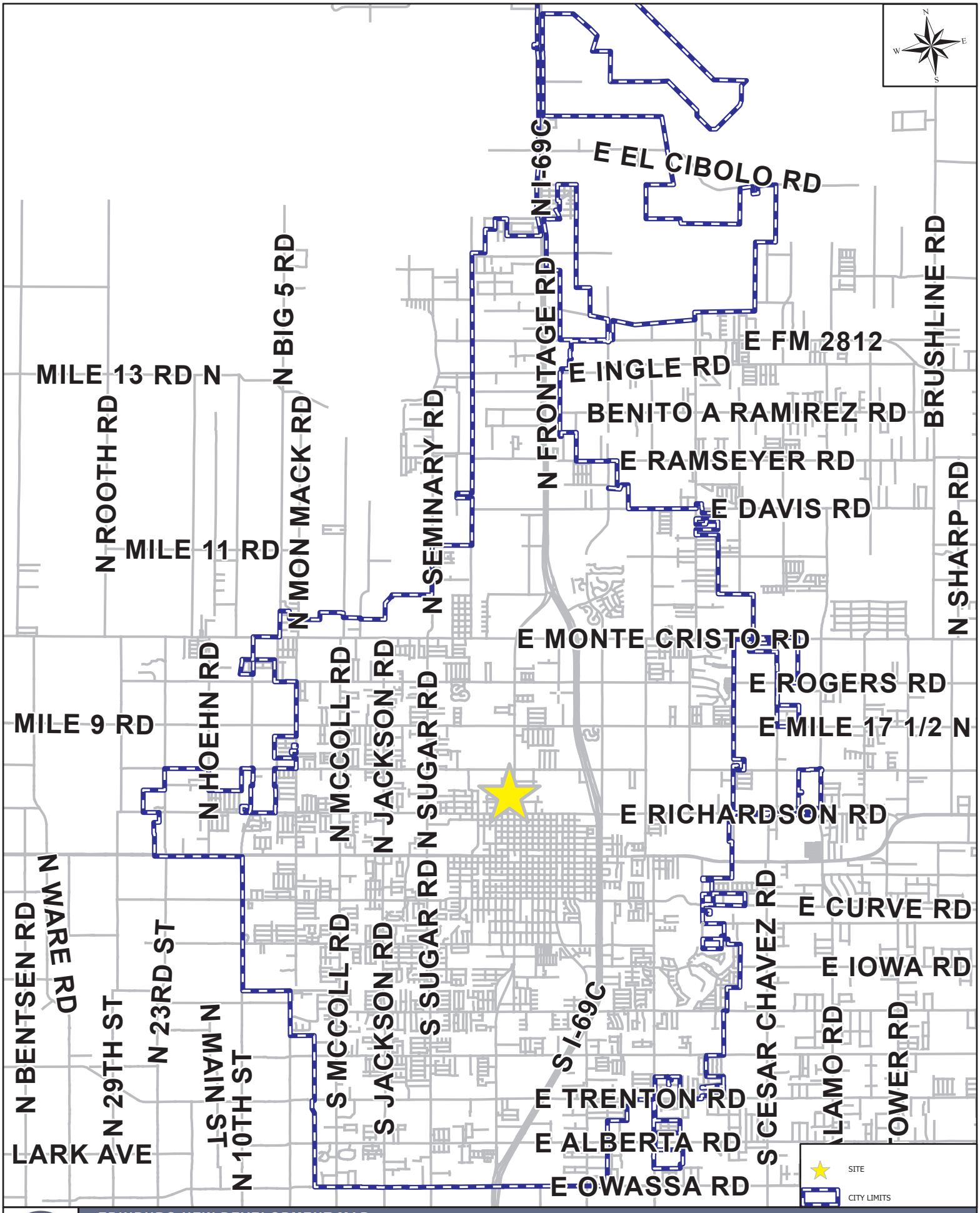
2. Surrounding land consists of commercial uses and multi-family residential uses.

3. This property is located along N. Business Highway 281 (Closner Blvd.)

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

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

Staff mailed a notice of the public hearing to 19 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



EDINBURG NEW DEVELOPMENT MAP

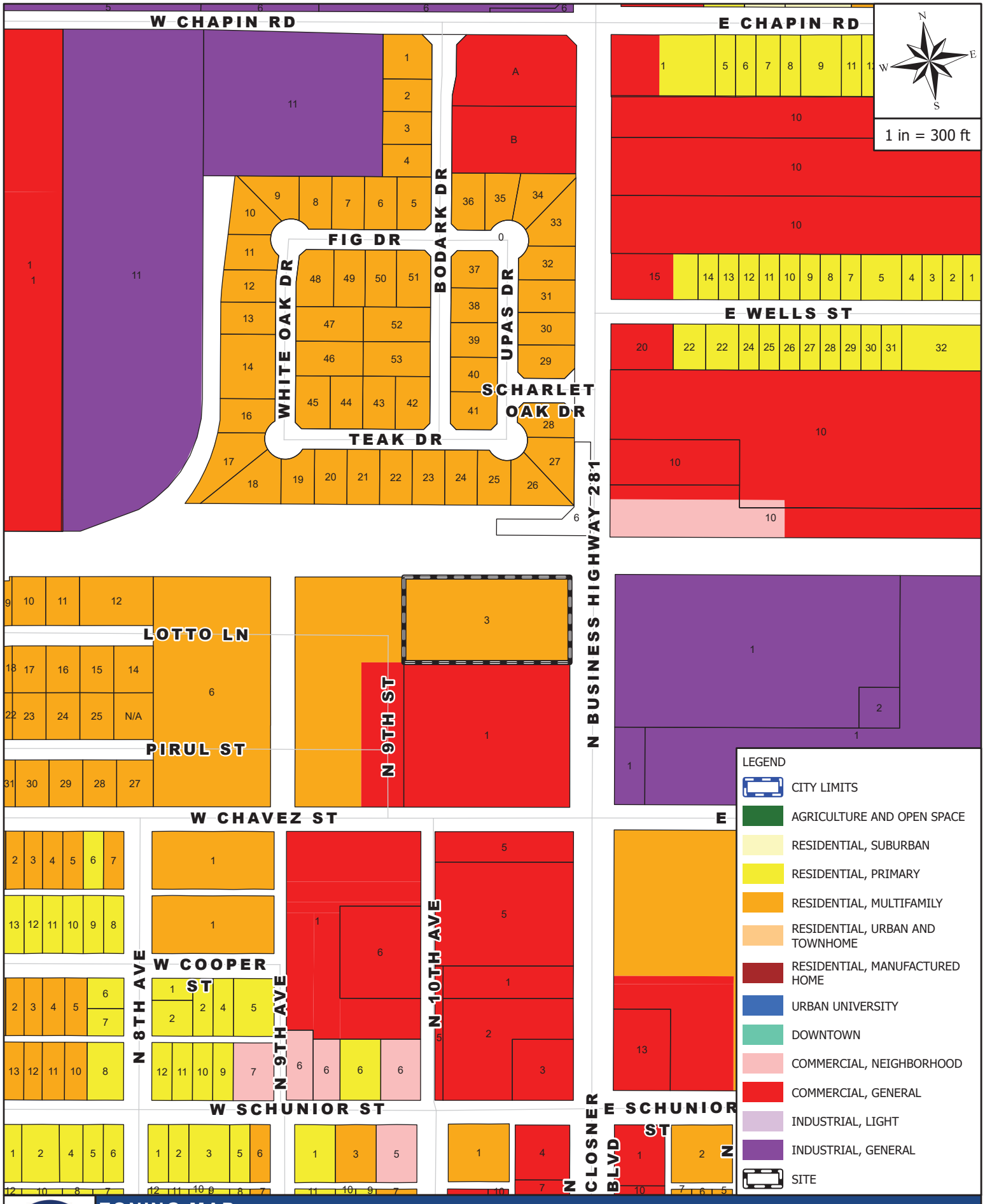
1025 N CLOSNER BLVD



THE CITY OF EDINBURG TEXAS

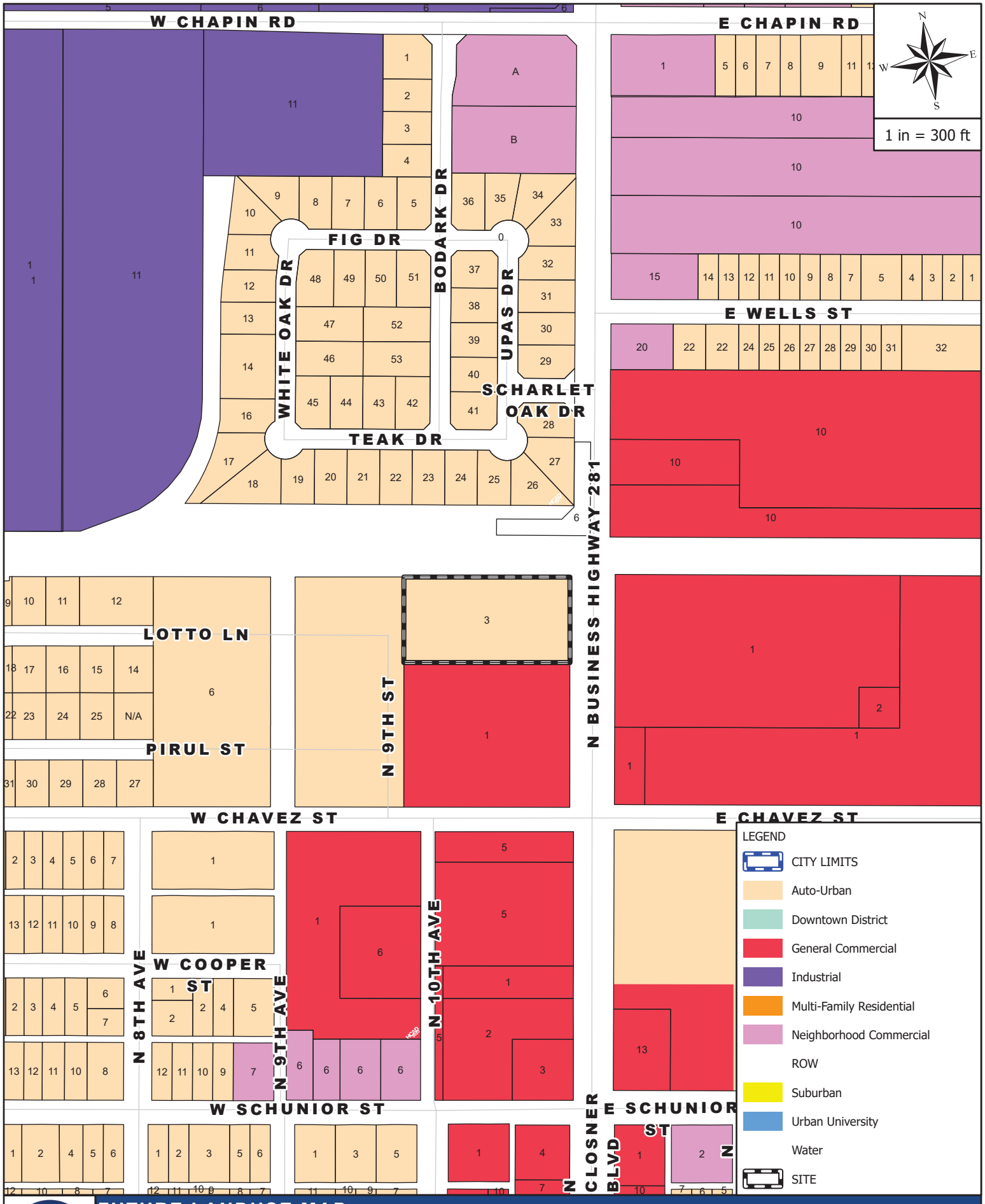
AERIAL MAP

1025 N CLOSNER BLVD



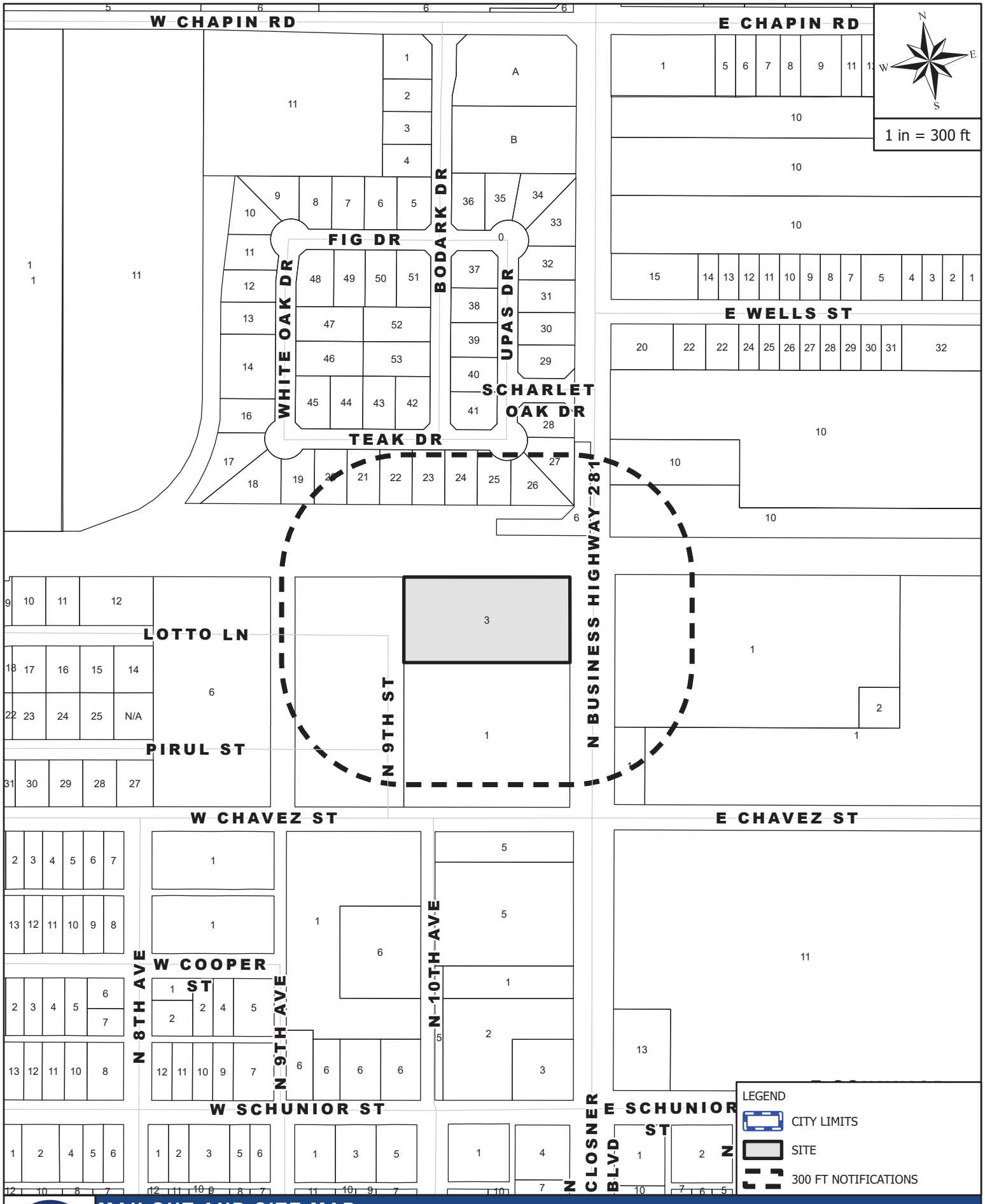
ZONING MAP

1025 N CLOSNER BLVD



FUTURE LANDUSE MAP

1025 N CLOSNER BLVD



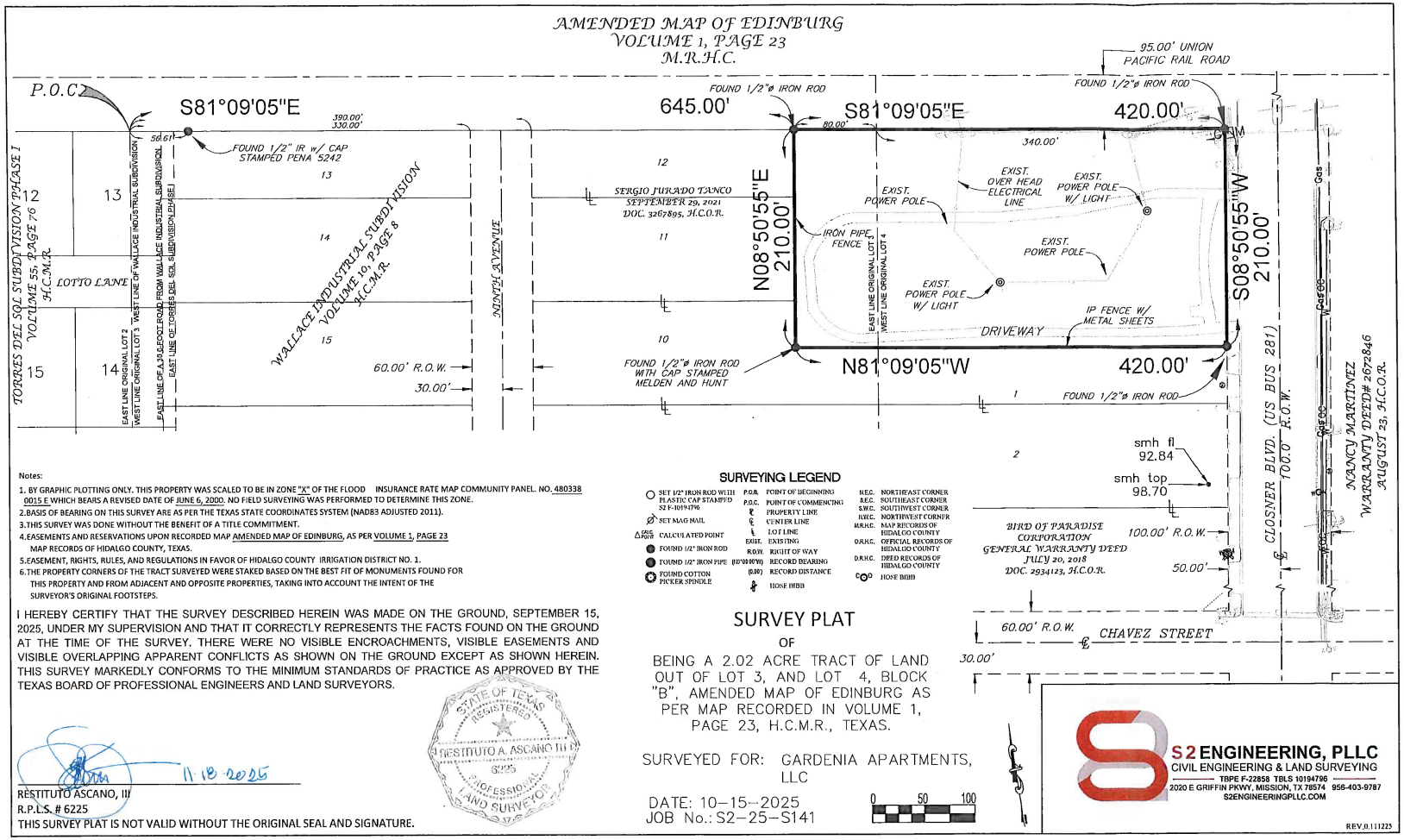
MAILOUT AND SITE MAP

1025 N CLOSNER BLVD

Rezoning Request Site Photo

Gardenia Apartments LLC
1025 N Closner Blvd.





Notes:

1. BY GRAPHIC PLOTTING ONLY. THIS PROPERTY WAS SCALED TO BE IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL. NO. 480338 0015 E WHICH BEARS A REVISED DATE OF JUNE 6, 2000. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
2. BASIS OF BEARING ON THIS SURVEY ARE AS PER THE TEXAS STATE COORDINATES SYSTEM (NAD83 ADJUSTED 2011).
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. EASEMENTS AND RESERVATIONS UPON RECORDED MAP AMENDED MAP OF EDINBURG, AS PER VOLUME 1, PAGE 23 MAP RECORDS OF HIDALGO COUNTY, TEXAS.
5. EASEMENT, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.
6. THE PROPERTY CORNERS OF THE TRACT SURVEYED WERE STAKED BASED ON THE BEST FIT OF MONUMENTS FOUND FOR THIS PROPERTY AND FROM ADJACENT AND OPPOSITE PROPERTIES, TAKING INTO ACCOUNT THE INTENT OF THE SURVEYOR'S ORIGINAL FOOTSTEPS.

I HEREBY CERTIFY THAT THE SURVEY DESCRIBED HEREIN WAS MADE ON THE GROUND, SEPTEMBER 15, 2025, UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF THE SURVEY. THERE WERE NO VISIBLE ENCROACHMENTS, VISIBLE EASEMENTS AND VISIBLE OVERLAPPING APPARENT CONFLICTS AS SHOWN ON THE GROUND EXCEPT AS SHOWN HEREIN. THIS SURVEY MARKEDLY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

11.18.2025

RESTITUTO ASCANO, III
R.P.L.S. # 6225
THIS SURVEY PLAT IS NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE.

STATE OF TEXAS REGISTERED RESTITUTO A. ASCANO III 6225 PROFESSIONAL LAND SURVEYOR

SURVEYING LEGEND

SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED S2 F-10194796	P.O.B.	POINT OF BEGINNING	N.E.C. NORTHEAST CORNER
SET MAG NAIL	P.O.C.	POINT OF COMMENCING	S.E.C. SOUTHEAST CORNER
CALCULATED POINT	℄	PROPERTY LINE	S.W.C. SOUTHWEST CORNER
FOUND 1/2" IRON ROD	℄	CENTER LINE	N.W.C. NORTHWEST CORNER
FOUND 1/2" IRON PIPE	L	LOT LINE	M.R.H.C. MAP RECORDS OF HIDALGO COUNTY
FOUND COTTON PICKER SPINDLE	EXIST.	EXISTING	O.R.H.C. OFFICIAL RECORDS OF HIDALGO COUNTY
	R.O.W.	RIGHT OF WAY	D.R.H.C. DEED RECORDS OF HIDALGO COUNTY
	(S 00°00'00" W)	RECORD BEARING	
	(0.00')	RECORD DISTANCE	
		HOSE BIBB	

SURVEY PLAT

OF

BEING A 2.02 ACRE TRACT OF LAND OUT OF LOT 3, AND LOT 4, BLOCK "B", AMENDED MAP OF EDINBURG AS PER MAP RECORDED IN VOLUME 1, PAGE 23, H.C.M.R., TEXAS.

SURVEYED FOR: GARDENIA APARTMENTS, LLC

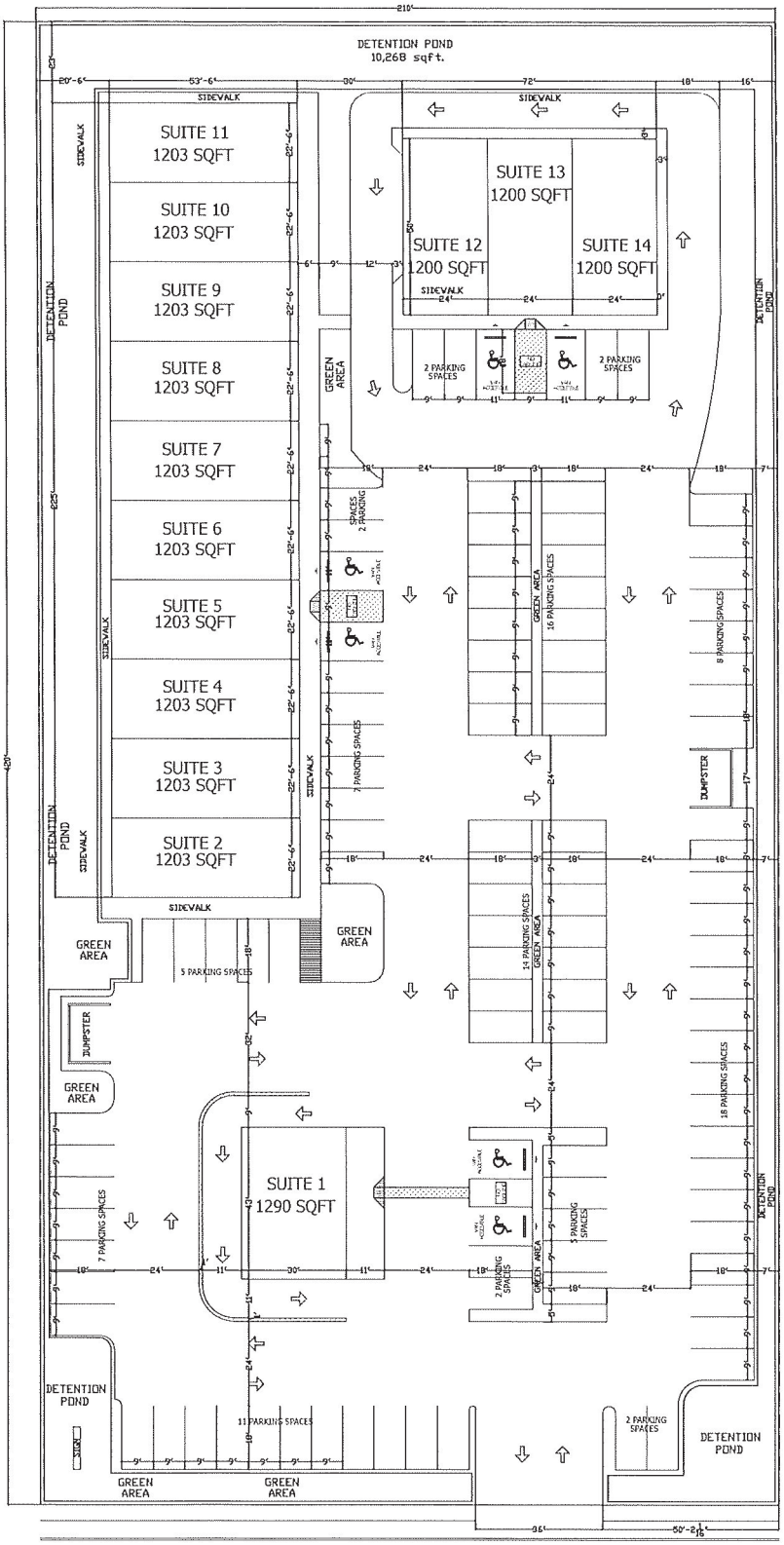
DATE: 10-15-2025
JOB No.: S2-25-S141

0 50 100

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBPE F-22858 TBLS 10194796
2020 E GRIFFIN PKWY, MISSION, TX 78574 956-403-9787
S2ENGINEERINGPLLC.COM

REV.0.111225

2.025 ACRES OUT OF
LOT 3 AND 4, BLOCK "B"
AMENDED MAP OF EDINBURG,
VOLUME 1, PAGE 23, H.C.M.R.
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS



LOT SQF.T. = 88,200
GREEN AREA SQ.F.T. = 19,627
GREEN AREA % = 22.25%
PARKING PROVIDED= 101
H.C. PARKING PROVIDED= 6

N. CLOSNER BOULEVARD

6	PROJECT: PLAZA CLOSNER	SITE PLAN (PRELIMINAR)	18,123 SQFT TOTAL	G.R. LOERA DESIGN (956) 370 04 96 geraloera@gmail.com

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING A 2.02 ACRE TRACT OF LAND OUT OF LOT 3, AND LOT 4, BLOCK "B". AMENDED MAP OF EDINBURG, LOCATED AT 1025 N. BUS HIGHWAY 281 (CLOSNER BLVD), 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, Multifamily (RM) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being a 2.02 Acre Tract of Land out of Lot 3, and Lot 4, Block "B". Amended Map of Edinburg, Located at 1025 N. Bus Highway 281 (Closner Blvd) from Residential, Multifamily (RM) 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 February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 2.02 ACRE TRACT OF LAND OUT OF LOT 3, AND LOT 4, BLOCK "B". AMENDED MAP OF EDINBURG, LOCATED AT 1025 N. BUS HIGHWAY 281 (CLOSNER BLVD), SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

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

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

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(1) Population growth requiring more General Commercial Uses;

(2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the city

providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.D.
Comprehensive Plan Amendment and Rezoning Request - Erica A, Canales

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multifamily Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, Being Lots 4 & 5, Stonebrook Estates, Located at 2013 and 2015 Terrica Lane, as Requested by Erica A. Canales. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the south side of Terrica Lane. The property is currently zoned Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. The requested zoning is Residential, Multifamily (RM) District. This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). This property consists of Lot 4 and 5, Stonebrook Estates Subdivision that was recorded in 1998. Currently, the property is vacant. The applicant is requesting to utilize the property for multi-family uses.

Adjacent zoning is Residential, Primary (RP) District to the west, Residential, Multifamily (RM) District to the north, and east, and Suburban, Residential (RS) District to the south. Surrounding land uses consists of single-family and multi-family uses. The Future Land Use designation for this property is for Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 29 neighboring property owners on Friday, February 27, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that upgraded infrastructure in this area will need to be installed to support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

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

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

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

Attachments:

A. City Council Agenda Packet Attachments 2013 TERRICA
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multifamily Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District

APPLICANT: Erica A. Canales

AGENT: Not Applicable

LEGAL: Being Lots 4 & 5, Stonebrook Estates

LOCATION: Located at 2013 and 2015 Terrica Lane

LOT/TRACT SIZE: 3.109 Acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Multifamily (RM) District

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING:
North – Residential, Multifamily (RM) District
South – Suburban, Residential (RS) District
East – Residential, Multifamily (RM) District
West – Residential, Primary (RP) District

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Multifamily Residential Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
ERICA A. CANALES

EVALUATION

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

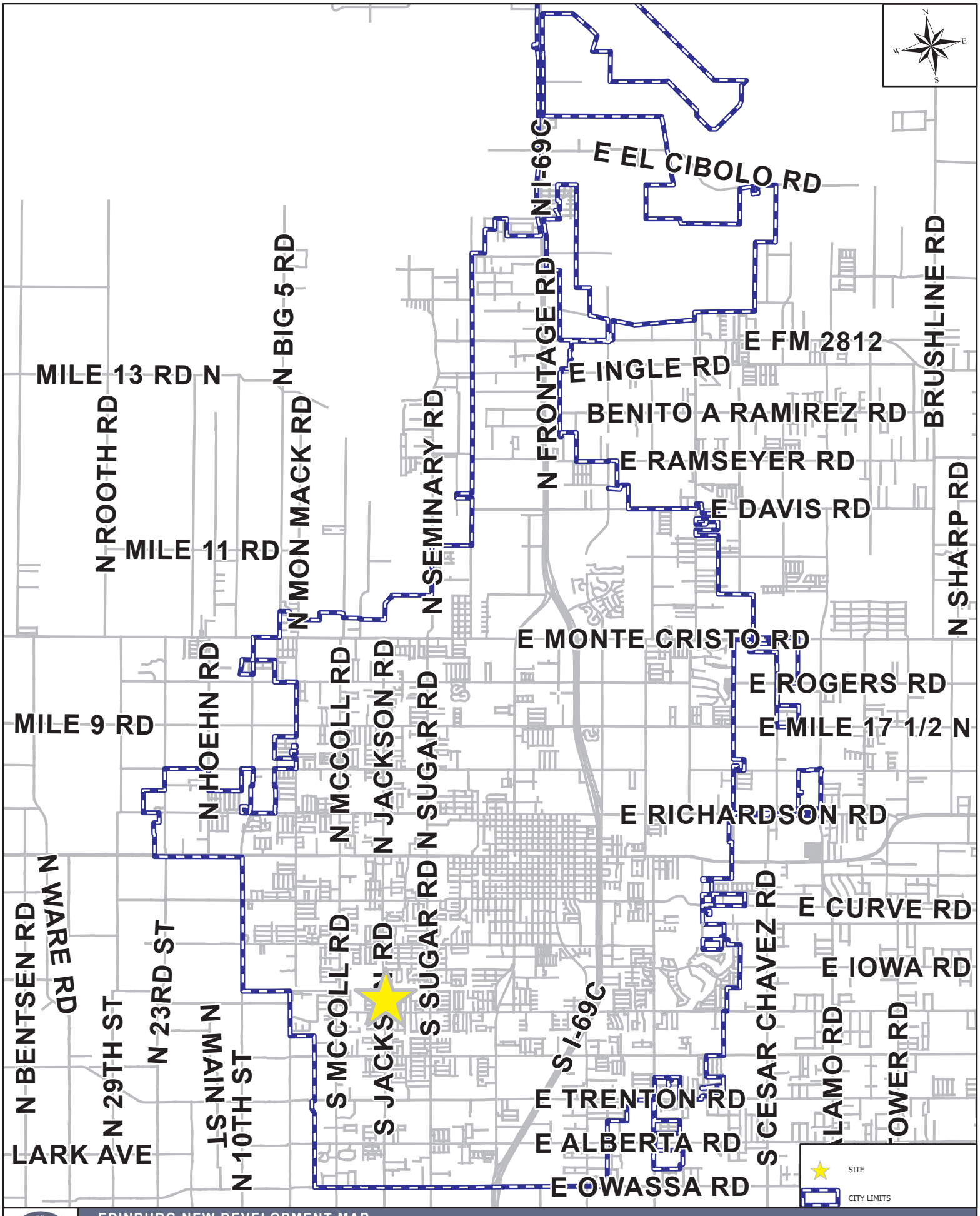
1. The property currently sits vacant.

2. Surrounding land consists of single-family and multi-family uses.

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

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

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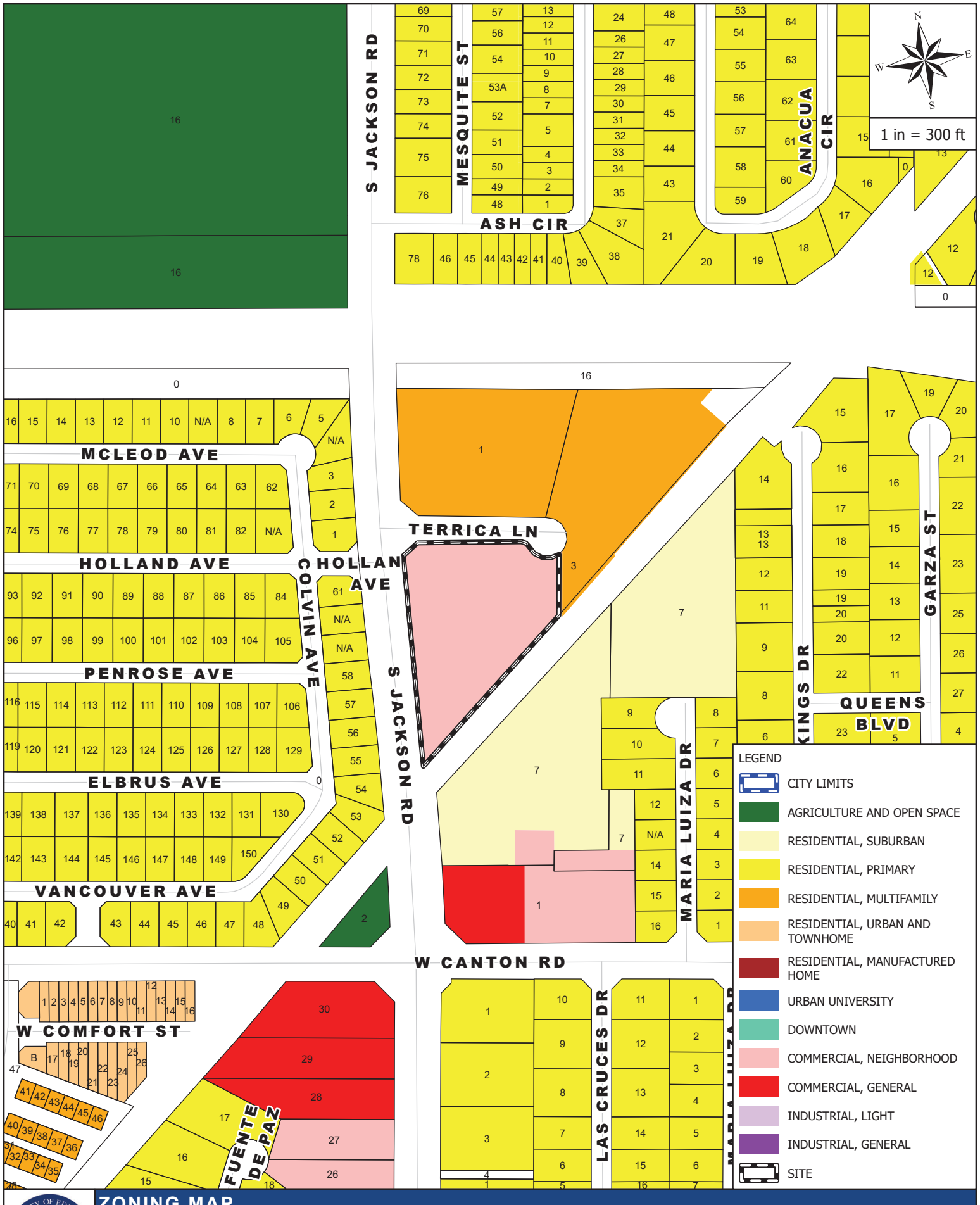
EDINBURG NEW DEVELOPMENT MAP

2013 TERRICA LN



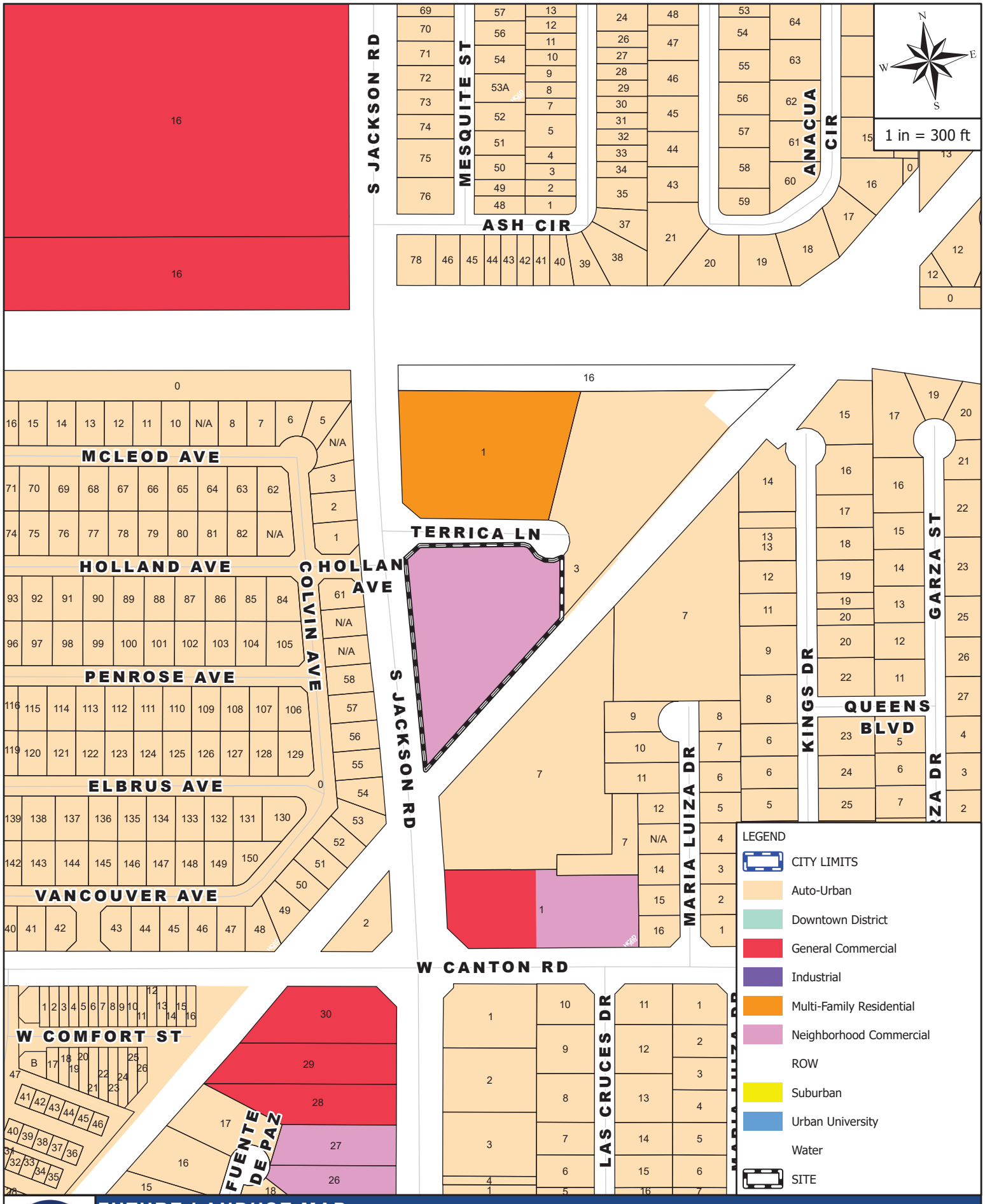
AERIAL MAP

2013 TERRICA LN



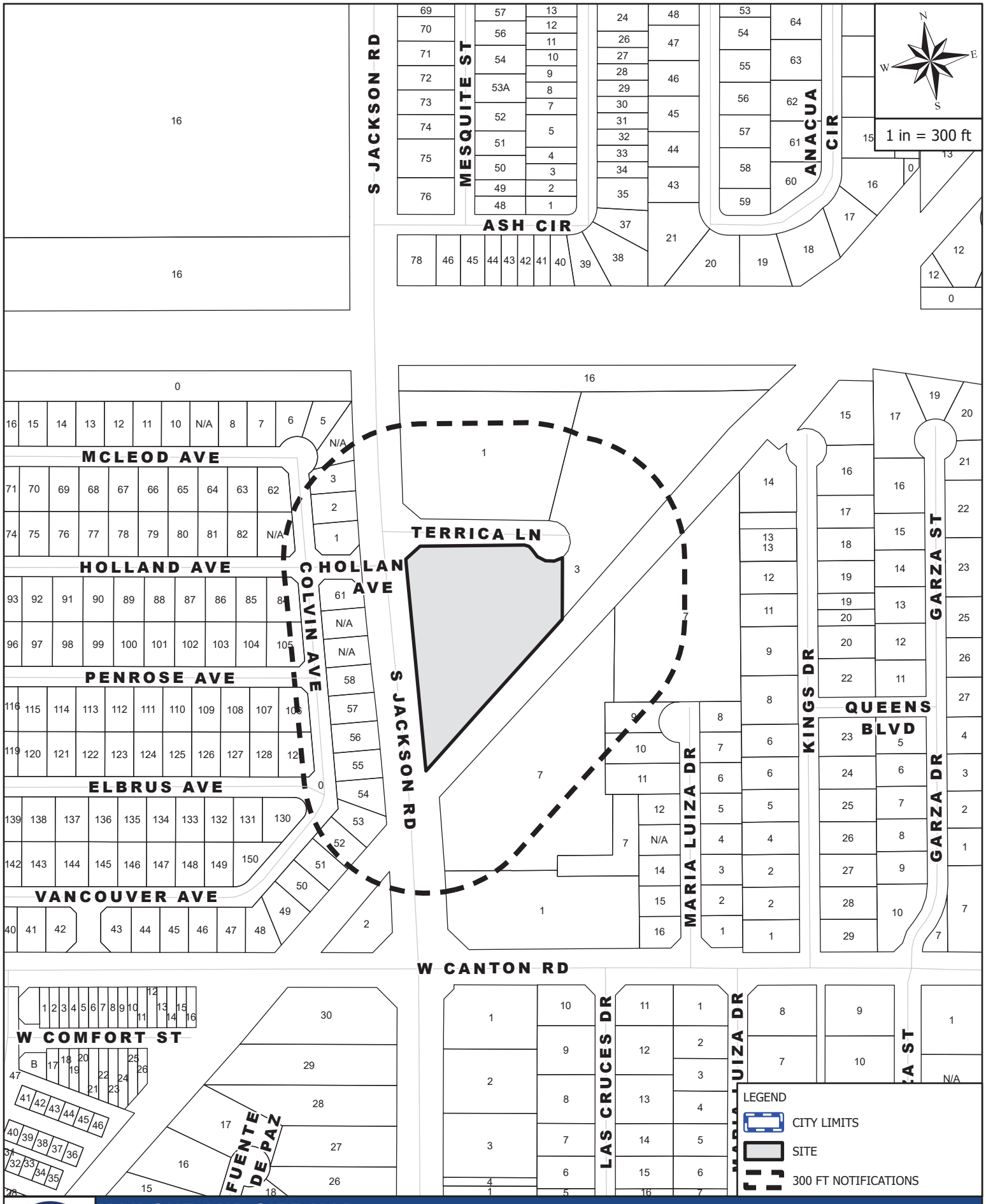
ZONING MAP

2013 TERRICA LN



FUTURE LANDUSE MAP

2013 TERRICA LN



MAILOUT AND SITE MAP

2013 TERRICA LN

Rezoning Request Site Photo

Erica A. Canales
2013 and 2015 Terrica Ln.



THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE 4th DAY OF JUNE 1998

ATTEST: PRESIDENT

SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

LEGEND
- ○ #4 REBAR SET
- ● #4 REBAR FOUND

NOTE: SET 1/2" IRON REBAR ON ALL LOT CORNERS.

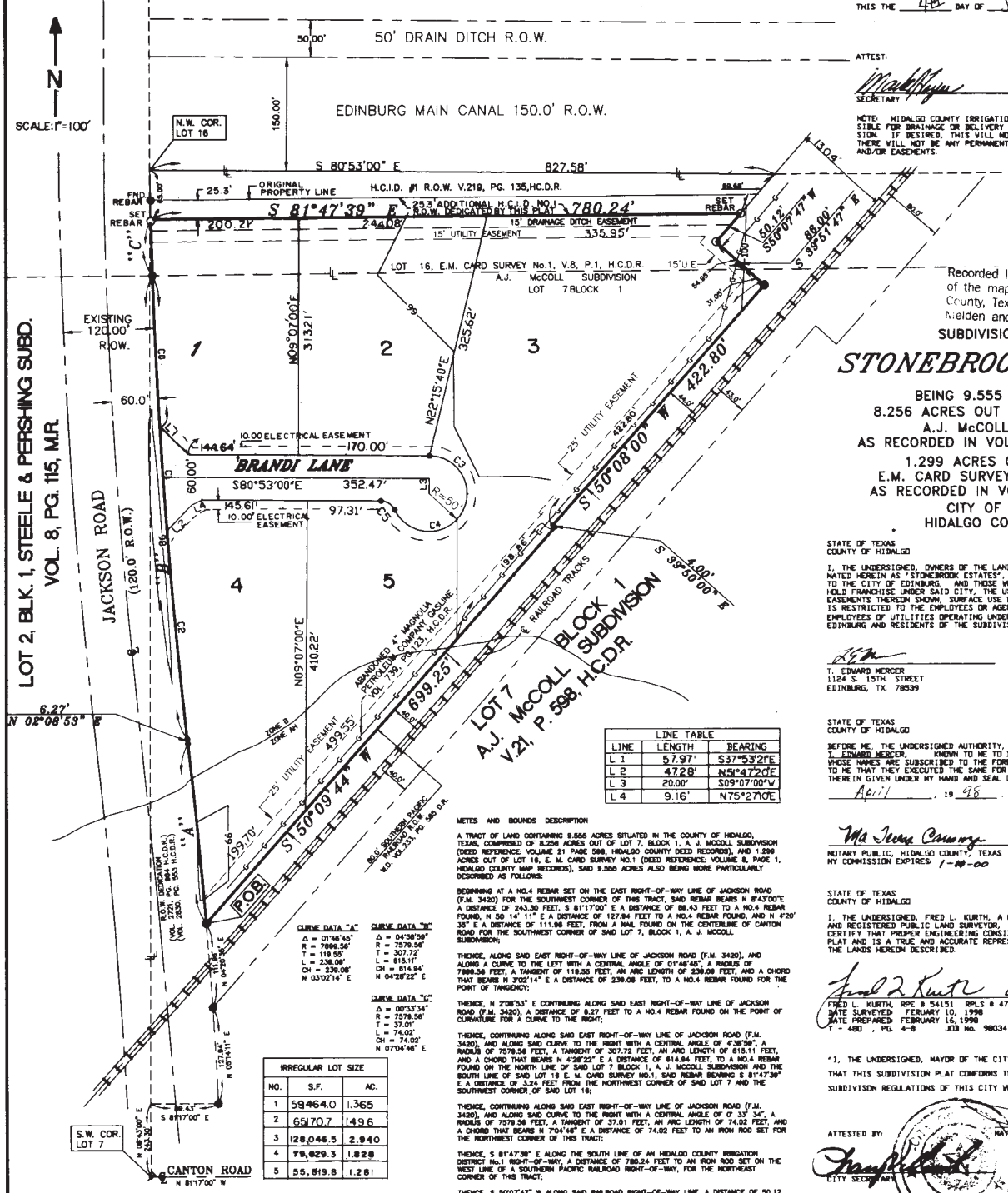
Recorded In Volume 33 Page 160A of the map records of Hidalgo County, Texas

Melden and Hunt, Inc.

SUBDIVISION MAP OF

STONEBROOK ESTATES

BEING 9.555 ACRES GROSS
8.256 ACRES OUT OF LOT 7, BLOCK 1
A.J. McCOLL SUBDIVISION
AS RECORDED IN VOL. 21, PAGE 598, D.R.
1.299 ACRES OUT OF LOT 16
E.M. CARD SURVEY NO.1 SUBDIVISION
AS RECORDED IN VOL. 8, PAGE 1, M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS



LINE TABLE		
LINE	LENGTH	BEARING
L 1	57.97'	S37°53'12"E
L 2	47.28'	N5°47'20"E
L 3	20.00'	S09°07'00"W
L 4	9.16'	N75°27'00"E

CURVE DATA "A"
Δ = 01°46'45"
R = 7899.56'
T = 118.55'
L = 236.08'
CH = 236.08'
N 03°02'14" E

CURVE DATA "B"
Δ = 04°38'59"
R = 7579.56'
T = 307.72'
L = 615.11'
CH = 614.94'
N 04°28'22" E

CURVE DATA "C"
Δ = 00°33'34"
R = 7579.56'
T = 37.01'
L = 74.02'
CH = 74.02'
N 07°04'46" E

IRREGULAR LOT SIZE		
NO.	S.F.	AC.
1	59464.0	1.365
2	65170.7	1.496
3	128,046.5	2.940
4	79,829.3	1.828
5	55,819.8	1.281

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARINGS	DELTA
C0	7579.56	196.8	98.41	196.80	S06°03'14"W	01°29'16"
C1	7579.56	138.36	69.18	138.36	S04°48'15"W	01°02'45"
C2	7579.56	279.94	139.99	279.92	N03°12'21"E	02°06'58"
C3	50.00	115.37'	113.44'	91.51	N14°40'07"W	32°28'44"
C4	50.00	97.91	74.40'	83.00'	S72°21'28"E	112°11'39"
C5	20.0	22.56	12.65	21.38	N48°34'18"W	64°37'23"

NOTES CONTINUE:
10. EACH LOT SHALL BE REQUIRED TO RETAIN 2356 C.F. OF STORM SEWER RUNOFF.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 9.555 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, COMPRISED OF 8.256 ACRES OUT OF LOT 7, BLOCK 1, A. J. MCCOLL SUBDIVISION (DEED REFERENCE: VOLUME 21 PAGE 598, HIDALGO COUNTY DEED RECORDS), AND 1.299 ACRES OUT OF LOT 16, E. M. CARD SURVEY NO.1 (DEED REFERENCE: VOLUME 8, PAGE 1, HIDALGO COUNTY MAP RECORDS), SAID 9.555 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO.4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF JACKSON ROAD (F.M. 3420) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID REBAR BEARS N 8°43'00"E A DISTANCE OF 243.30 FEET, S 81°17'00" E A DISTANCE OF 88.43 FEET TO A NO.4 REBAR FOUND, N 50 14' 11" E A DISTANCE OF 127.84 FEET TO A NO.4 REBAR FOUND, AND N 4°20' 35" E A DISTANCE OF 111.96 FEET, FROM A NAIL FOUND ON THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 1, A. J. MCCOLL SUBDIVISION;

THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE OF JACKSON ROAD (F.M. 3420), AND ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 01°46'45", A RADIUS OF 7899.56 FEET, A TANGENT OF 118.56 FEET, AN ARC LENGTH OF 236.08 FEET, AND A CHORD THAT BEARS N 3°02'14" E A DISTANCE OF 236.08 FEET, TO A NO.4 REBAR FOUND FOR THE POINT OF TANGENCY;

THENCE, N 2°08'53" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF JACKSON ROAD (F.M. 3420), A DISTANCE OF 6.27 FEET TO A NO.4 REBAR FOUND ON THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT;

THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF JACKSON ROAD (F.M. 3420), AND ALONG SAID CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 4°38'59", A RADIUS OF 7579.56 FEET, A TANGENT OF 307.72 FEET, AN ARC LENGTH OF 615.11 FEET, AND A CHORD THAT BEARS N 4°28'22" E A DISTANCE OF 614.84 FEET, TO A NO.4 REBAR FOUND ON THE NORTH LINE OF SAID LOT 7 BLOCK 1, A. J. MCCOLL SUBDIVISION AND THE SOUTH LINE OF SAID LOT 16 E. M. CARD SURVEY NO.1, SAID REBAR BEARING S 81°47'36" E A DISTANCE OF 3.24 FEET FROM THE NORTHWEST CORNER OF SAID LOT 7 AND THE SOUTHWEST CORNER OF SAID LOT 16;

THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF JACKSON ROAD (F.M. 3420), AND ALONG SAID CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 0° 33' 34", A RADIUS OF 7579.56 FEET, A TANGENT OF 37.01 FEET, AN ARC LENGTH OF 74.02 FEET, AND A CHORD THAT BEARS N 7°04'46" E A DISTANCE OF 74.02 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81°47'38" E ALONG THE SOUTH LINE OF AN HIDALGO COUNTY IRRIGATION DISTRICT No.1 RIGHT-OF-WAY, A DISTANCE OF 780.24 FEET TO AN IRON ROD SET ON THE WEST LINE OF A SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 50°07'47" W ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 50.12 FEET TO A NO.4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 39°51'47" E ALONG SAID RAILROAD RIGHT-OF-WAY LINE, AT A DISTANCE OF 54.95 FEET PASS THE SOUTH LINE OF SAID LOT 16, E. M. CARD SURVEY NO.1 AND THE NORTH LINE OF SAID LOT 7 BLOCK 1, A. J. MCCOLL SUBDIVISION, AND CONTINUING A TOTAL DISTANCE OF 86.00 FEET TO A NO.4 REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 50°08'00" W ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 422.80 FEET TO A NO.4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 39°50'00" E ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 4.00 FEET TO A NO.4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 50°09'44" W ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 699.25 FEET TO THE POINT OF BEGINNING, AND CONTAINING 9.555 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "STONEBROOK ESTATES", DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS 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 OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUEST.

T. EDWARD MERCER
1124 S. 15TH. STREET
EDINBURG, TX. 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED T. EDWARD MERCER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF April, 19 98.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES: 1-11-00

IRA TERESA CARRANZA
Notary Public, State of Texas
My Comm. Exp. 1-11-00

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, RPE # 54151 RPLS # 4750
DATE SURVEYED: FEBUARY 10, 1998
DATE PREPARED: FEBUARY 16, 1998
V - 480 , PG. 4-8 JOB No. 98034

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

ATTESTED BY: MAYOR, CITY OF EDINBURG

CITY SECRETARY

8-17-98
DATE

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 WHERIN MY APPROVAL WAS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

08/11/98
DATE:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 DATED THIS 7th DAY OF May 1998.

ATTEST:
SECRETARY

PRESIDENT

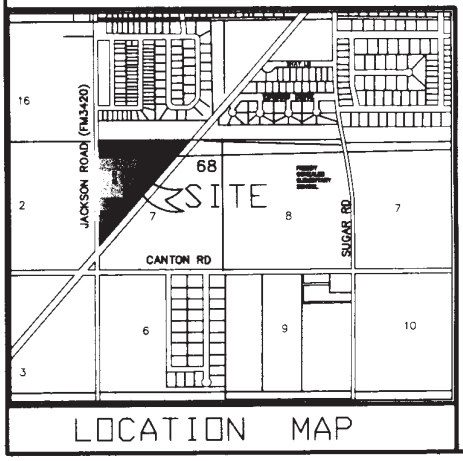
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 2 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 2 .

NOTES
1. PROPOSED SETBACKS
FRONT - 25 FEET FRONT CUL-DE-SAC -15 FEET
REAR - 20% LOT DEPTH, NOT TO EXCEED 40 FEET
SIDE INTERIOR - 7 FEET
SIDE CORNER - 18 FEET
2. MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 14" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT OR ELEV.100.4'WHICHEVER IS HIGHER
3. ANTICIPATED HIGH WATER CREATED BY A 100 YEAR STORM IS ELEVATION 99.00 AND THE SUBDIVISION IS IPARTIALLY N ZONE "AH" INSURANCE RATE MAP COMM. PANEL NO. 480338 0015 D MAP REVISED ON AUGUST 4, 1987
4. ANTICIPATED HIGH WATER CREATED BY A 100-YEAR STORM IS ELEVATION AND THIS SUBDIVISION IS MOSTLY LOCATED IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL # 480338 0015 D, REVISED AUGUST 4, 1987.
5. BENCH MARK: EAST BOLT TOP OF FIRE HYDRANT, LOCATED APPROX. 550 FEET FROM N.W. COR. OF PROPERTY ELEV.= 102.67
6. SINGLE FAMILY RESIDENCE PER LOT.
7. NO ACCESS WILL BE ALLOWED FROM LOTS 1 AND 4 ONTO JACKSON ROAD.
8. NO PERMANENT STRUCTURE OR FENCE OVER DRAINAGE EASEMENT.
9. LOT PURCHASER'S WILL NEED TO PAY 50 % OF PARK LAND DEDICATION FEE AT BUILDING PERMIT STAGE.

718390

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 TEX. WATER CODE §49.21 (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
BY:
1-10-98



LOCATION MAP

DRAWN BY: R.D.J. DATE: 3-18-98
SURVEYED CHECKED DATE: 4-16-98
FINAL CHECK DATE: 7-27-98

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78539
E-MAIL: mhlang@aol.com
OFFICE (956) 381-0981
ESTABLISHED 1947

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING LOTS 4 & 5, STONEBROOK ESTATES, LOCATED AT 2013 AND 2015 TERRICA LANE, 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 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 all of Being Lots 4 & 5, Stonebrook Estates, Located at 2013 and 2015 Terrica Lane from Commercial, Neighborhood (CN) District to 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, Neighborhood (CN) District, and 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 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 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING LOTS 4 & 5, STONEBROOK ESTATES, LOCATED AT 2013 AND 2015 TERRICA LANE, SHOULD BE FOR MULTIFAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

(1) Population growth requiring more Multifamily Residential Uses;

(2) Expansion and development of Multifamily Residential Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.E.
Comprehensive Plan Amendment and Rezoning Request - Rioplex Engineering, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, Being a 0.8809 Acre (38,372.64 Sq. Ft.) Tract of Land, Being the South 60 Feet of a called 13.54 Acre Tract Being That Part Of The West Half (W ½) Of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C, as Requested by Rioplex Engineering, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the east side of N. I-69C, approximately 200 feet north of E. Loeb Street. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Residential, Urban and Townhome (RU) District. This district is the highest intensity single-family residential district. This property has a total area of 0.8809 of an acre. Currently, the property is vacant. The applicant is requesting to use the property to provide access to the proposed single-family residential townhome development, which consists of 78 lots.

Adjacent zoning is Residential, Primary (RP) District to the south, Commercial, General (CG) District to the north and east, and N. I-69C to the west. Surrounding land uses consists of single-family residential uses and commercial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 37 neighboring property owners on Friday, February 27, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection,

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District

APPLICANT: Rioplex Engineering, LLC.

AGENT: Not Applicable

LEGAL: Being a 0.8809 Acre (38,372.64 Sq. Ft.) Tract of Land, Being the South 60 Feet of a called 13.54 Acre Tract Being That Part Of The West Half (W ½) Of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas

LOCATION: Located at 498 N. I-69C

LOT/TRACT SIZE: 0.8809 Acre

CURRENT USE: Vacant

PROPOSED USE: Residential, Urban and Townhome (RU) District

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Residential, Primary (RP) District
East – Commercial, General (CG) District
West – N. I-69 C

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
RIOPLEX ENGINEERING, LLC.

EVALUATION

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

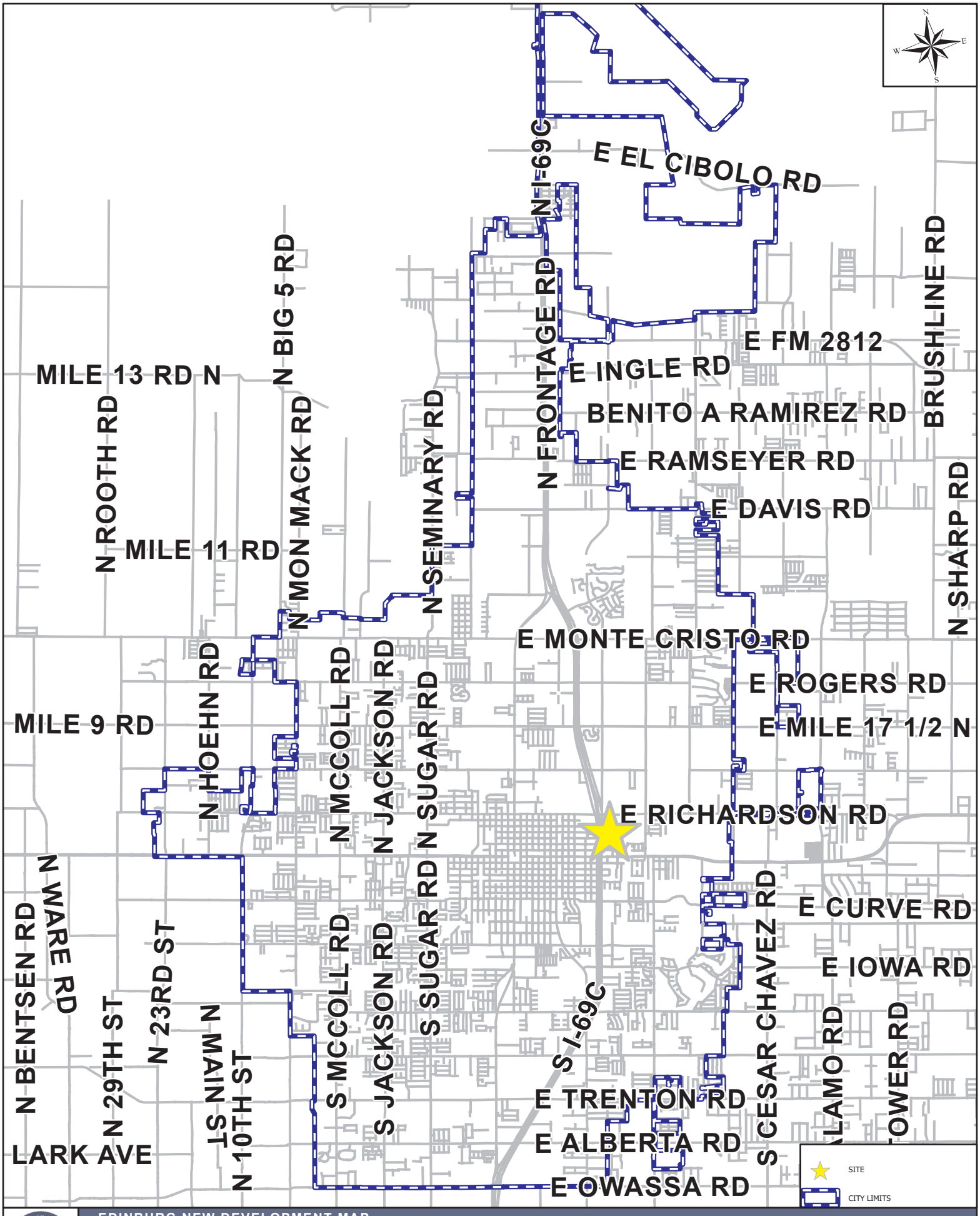
1. The property currently sits vacant.

2. Surrounding land consists of single-family residential uses and commercial uses.

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

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

Staff mailed a notice of the public hearing to 37 neighboring property owners on Friday, February 27, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.



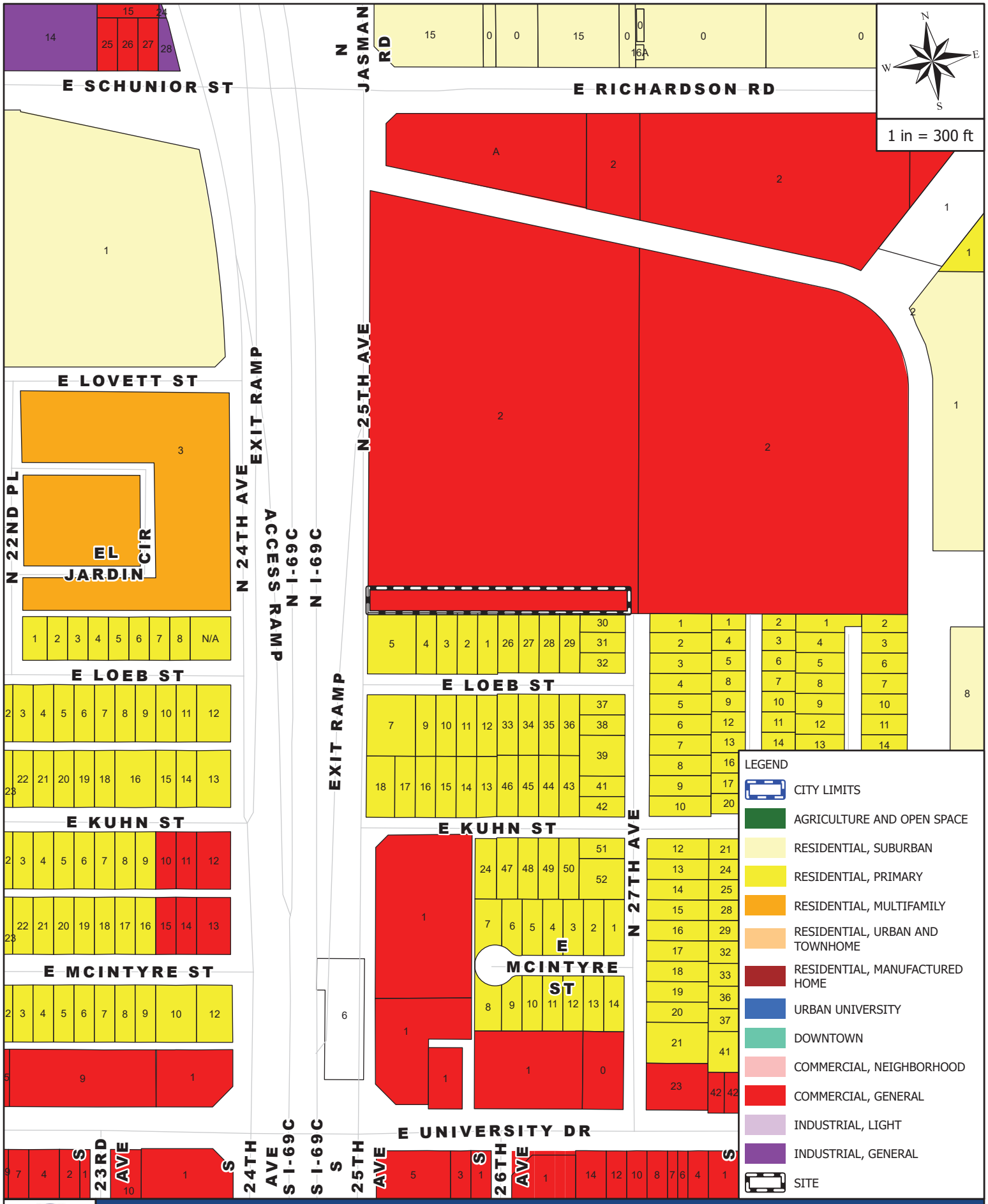
EDINBURG NEW DEVELOPMENT MAP

498 N I-69C



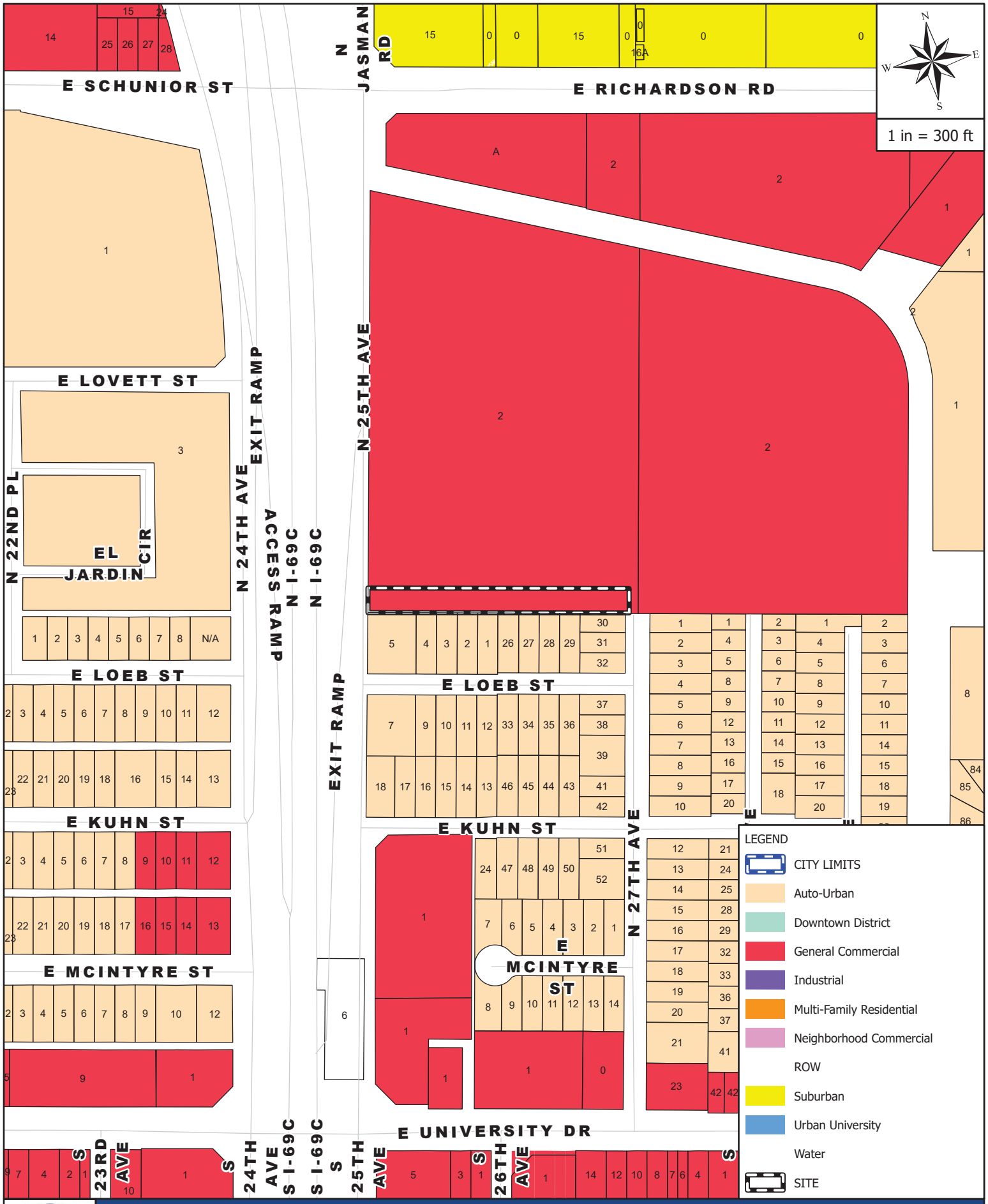
AERIAL MAP

498 N I-69C



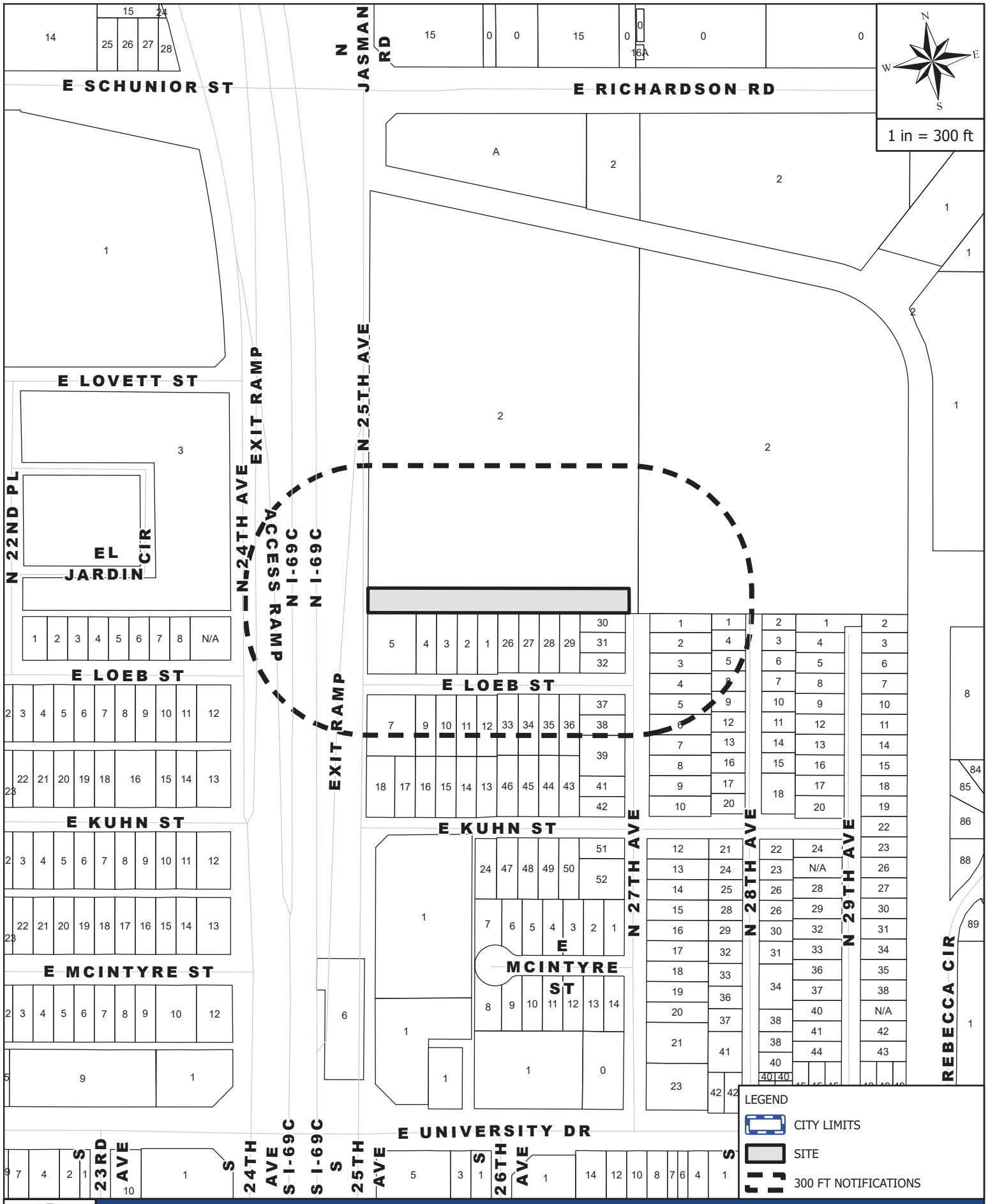
ZONING MAP

498 N I-69C



FUTURE LANDUSE MAP

498 N I-69C



MAILOUT AND SITE MAP

498 N I-69C

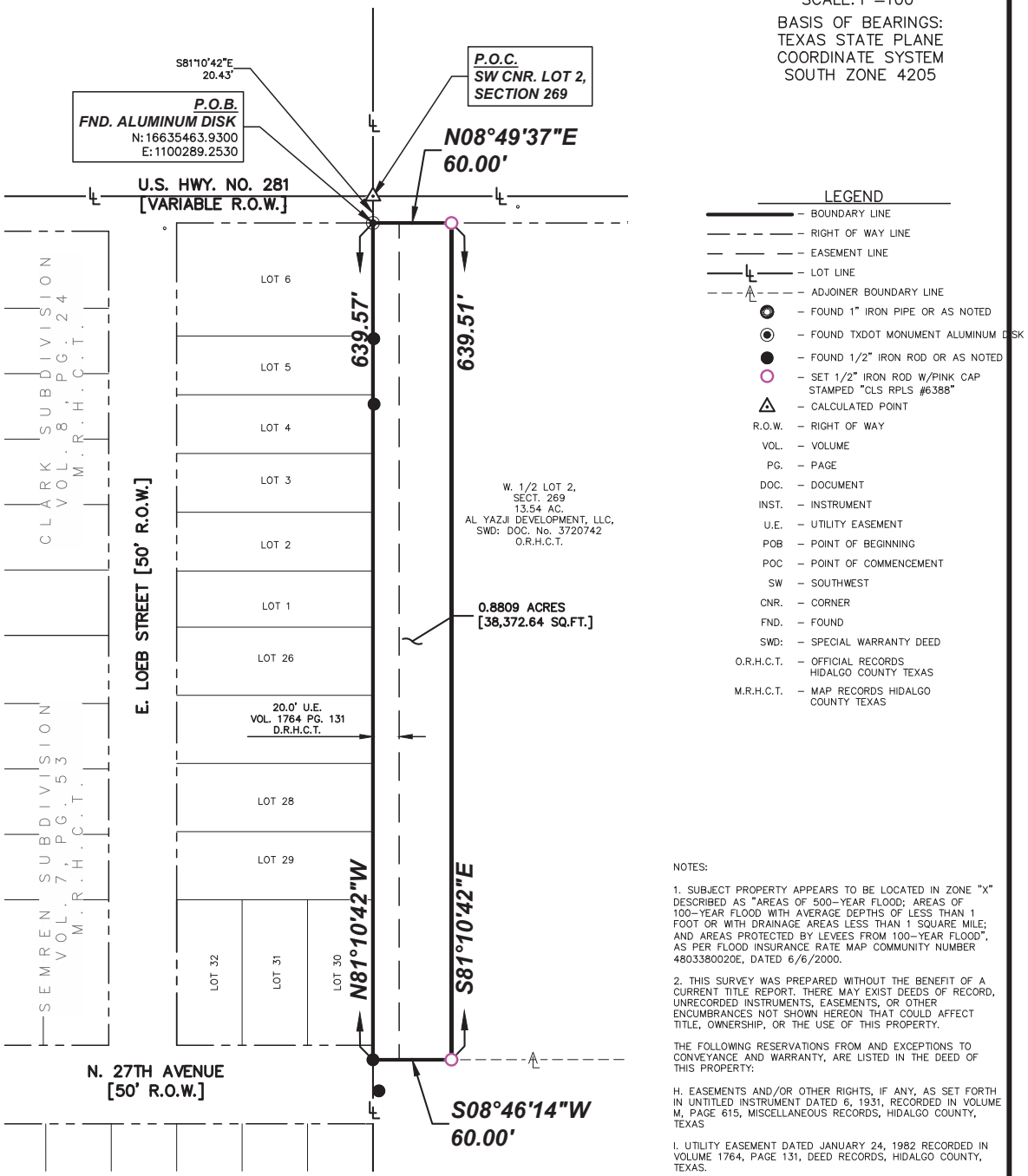
RezoningRequest Site Photo

Rioplex Engineering, LLC
498 N. I-69C



PLAT SHOWING:

A 0.8809 ACRE [38,372.64 SQ.FT.] TRACT OF LAND
BEING THAT PART OF THE WEST HALF (W 1/2) OF LOT TWO (2), SECTION TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS.



LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER BOUNDARY LINE
	FOUND 1" IRON PIPE OR AS NOTED
	FOUND TXDOT MONUMENT ALUMINUM DISK
	FOUND 1/2" IRON ROD OR AS NOTED
	SET 1/2" IRON ROD W/PINK CAP STAMPED "CLS RPLS #6388"
	CALCULATED POINT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
DOC.	DOCUMENT
INST.	INSTRUMENT
U.E.	UTILITY EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SW	SOUTHWEST
CNR.	CORNER
FND.	FOUND
SWD:	SPECIAL WARRANTY DEED
O.R.H.C.T.	OFFICIAL RECORDS HIDALGO COUNTY TEXAS
M.R.H.C.T.	MAP RECORDS HIDALGO COUNTY TEXAS

NOTES:

1. SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X" DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD", AS PER FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 4803380020E, DATED 6/6/2000.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY EXIST DEEDS OF RECORD, UNRECORDED INSTRUMENTS, EASEMENTS, OR OTHER ENCUMBRANCES NOT SHOWN HEREON THAT COULD AFFECT TITLE, OWNERSHIP, OR THE USE OF THIS PROPERTY.

THE FOLLOWING RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, ARE LISTED IN THE DEED OF THIS PROPERTY:

H. EASEMENTS AND/OR OTHER RIGHTS, IF ANY, AS SET FORTH IN UNTITLED INSTRUMENT DATED 6, 1931, RECORDED IN VOLUME M, PAGE 615, MISCELLANEOUS RECORDS, HIDALGO COUNTY, TEXAS

I. UTILITY EASEMENT DATED JANUARY 24, 1982 RECORDED IN VOLUME 1764, PAGE 131, DEED RECORDS, HIDALGO COUNTY, TEXAS.

3. ALL ADJOINER INFORMATION SHOWN HEREON AS PER HIDALGO COUNT APPRAISAL DISTRICT RECORDS.

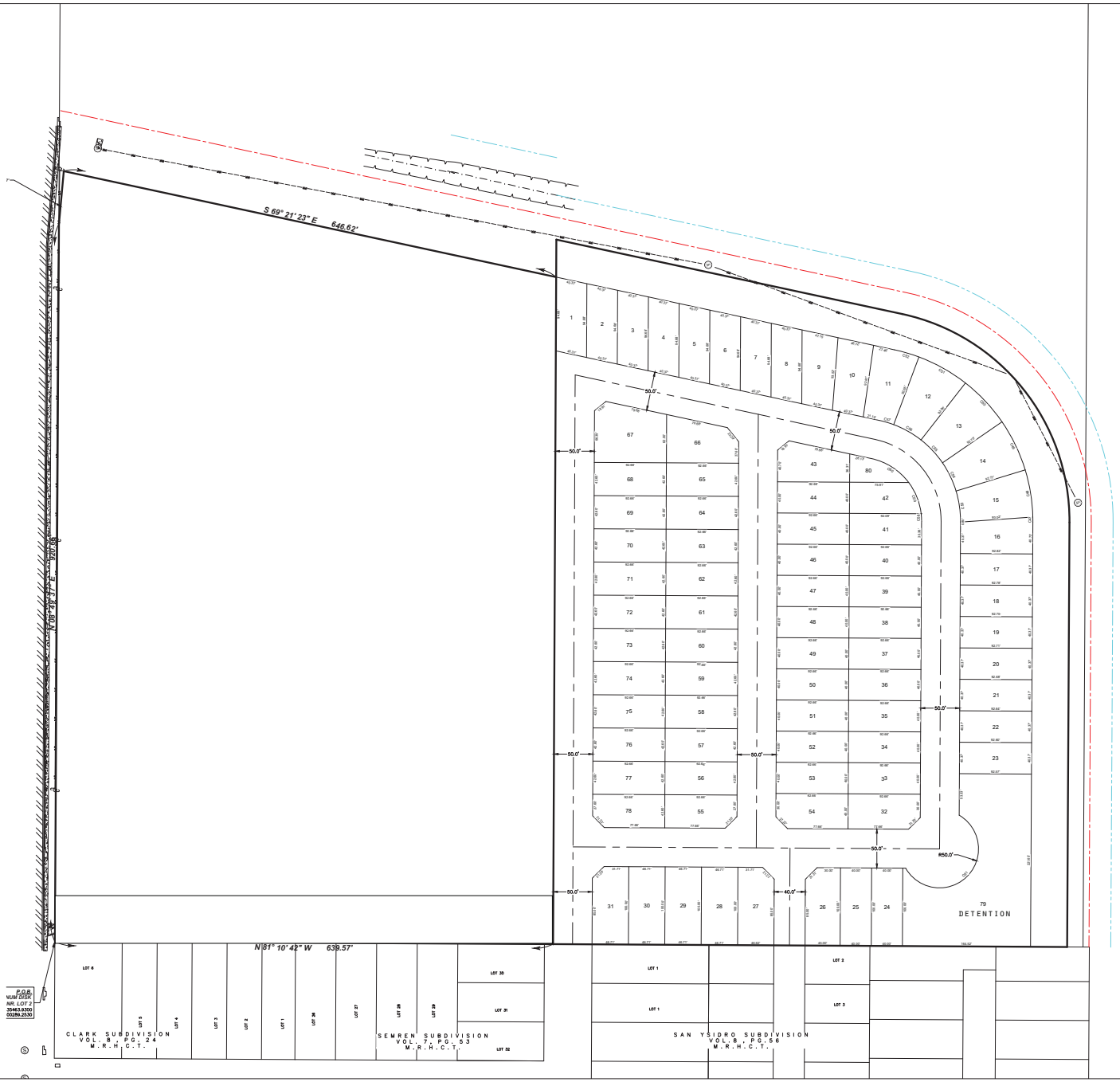
4. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

5. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. ML26002 SHEET 02 OF 02

Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPELS FIRM No:10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
www.cls.land

EXHIBIT B



SCALE: 1" = 60'

Lot Area Table		
Lot #	SQ. FT.	Area
1	3740.41	0.086
2	3740.41	0.086
3	3740.41	0.086
4	3740.41	0.086
5	3740.41	0.086
6	3740.41	0.086
7	3740.41	0.086
8	3740.41	0.086
9	4054.76	0.093
10	4034.85	0.093
11	4659.20	0.107
12	5053.28	0.116
13	5057.11	0.116
14	5060.85	0.116
15	4726.10	0.108
16	4073.94	0.094
17	3746.29	0.086
18	3744.84	0.086
19	3743.38	0.086
20	3741.93	0.086
21	3740.47	0.086
22	3739.02	0.086
23	3737.57	0.086
24	4000.00	0.092
25	4000.00	0.092
26	4387.50	0.101
27	4554.34	0.105
28	4671.32	0.107
29	4671.32	0.107
30	4671.32	0.107
31	4658.82	0.105
32	4057.04	0.093
33	3706.26	0.085
34	3706.26	0.085
35	3706.26	0.085
36	3706.26	0.085
37	3706.26	0.085
38	3706.26	0.085
39	3706.26	0.085
40	3706.26	0.085
41	3704.43	0.085
42	3443.42	0.079
43	4152.60	0.095
44	3706.26	0.085
45	3706.26	0.085
46	3706.26	0.085
47	3706.26	0.085
48	3706.26	0.085
49	3706.26	0.085
50	3706.26	0.085
51	3706.26	0.085
52	3706.26	0.085
53	3706.26	0.085
54	4057.04	0.093
55	3834.45	0.088
56	3946.95	0.091
57	3946.95	0.091
58	3946.95	0.091
59	3946.95	0.091
60	3946.95	0.091

Lot Area Table		
Lot #	SQ. FT.	Area
61	3946.95	0.091
62	3946.95	0.091
63	3946.95	0.091
64	3946.95	0.091
65	3946.95	0.091
66	4735.49	0.109
67	6532.80	0.150
68	3946.95	0.091
69	3946.95	0.091
70	3946.95	0.091
71	3946.95	0.091
72	3946.95	0.091
73	3946.95	0.091
74	3946.95	0.091
75	3946.95	0.091
76	3946.95	0.091
77	3946.95	0.091
78	3834.45	0.088
79	24831.91	0.570
80	1857.05	0.043

No.	DESCRIPTION	DATE

ISSUE DATE

RIOPLEX ENGINEERING

FIRM No. 20604
1200 AUBURN AVE., SUITE 200 OFFICE # (956) 631-8527
McALLEN, TX. 78504 RIOPLEXENGINEERING.COM

EXPRESSWAY 281 & RICHARDSON ROAD

PROJECT # ISSUE DATE

LOT LAYOUT

05

COPYRIGHT RIOPLEX ENGINEERING, LLC - DO NOT REPRODUCE OR TRANSMIT WITHOUT WRITTEN CONSENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, BEING A 0.8809 ACRE (38,372.64 SQ. FT.) TRACT OF LAND, BEING THE SOUTH 60 FEET OF A CALLED 13.54 ACRE TRACT BEING THAT PART OF THE WEST HALF (W ½) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 498 N. I-69C, 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 Residential, Urban and Townhome (RU) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 0.8809 Acre (38,372.64 sq. ft.) Tract of Land, Being the South 60 feet of a Called 13.54 Acre Tract Being that Part of the West Half (W ½) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C from Commercial, General (CG) District to Residential, Urban and Townhome (RU) 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City

of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District, and Residential, Urban and Townhome (RU) 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, Urban and Townhome (RU) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 0.8809 ACRE (38,372.64 SQ. FT.) TRACT OF LAND, BEING THE SOUTH 60 FEET OF A CALLED 13.54 ACRE TRACT BEING THAT PART OF THE WEST HALF (W ½) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 498 N. I-69C, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

(1) Population growth requiring more Auto Urban Uses;
(2) Expansion and development of Auto Urban Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.F.
Comprehensive Plan Amendment and Rezoning Request - Rio Plex Engineering, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, Being a 12.44 Acre Tract of Land Being Out of the Easterly Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C, as Requested by Rioplex Engineering, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the east side of N. I-69C, approximately 200 feet north of E. Loeb Street. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Residential, Urban and Townhome (RU) District. This district is the highest intensity single-family residential district. This property has a total area of 12.44 acres. Currently, the property is vacant. The applicant is requesting to utilize the property for a single-family residential townhome development that consists of 78 lots.

Adjacent zoning is Residential, Primary (RP) District to the south, Commercial, General (CG) District to the north and west, and Suburban, Residential, Suburban (RS) District to the east. Surrounding land uses consists of single-family residential uses and commercial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 58 neighboring property owners on Friday, February 27, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 11, 2026.

On March 2, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as

applicable.

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District

APPLICANT: Rioplex Engineering, LLC.

AGENT: Not Applicable

LEGAL: Being a 12.44 Acre Tract of Land Being Out of the Easterly Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas

LOCATION: Located at 498 N. I-69C

LOT/TRACT SIZE: 12.44 Acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Urban and Townhome (RU) District

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban and Townhome (RU) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
RIOPLEX ENGINEERING, LLC.

EVALUATION

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

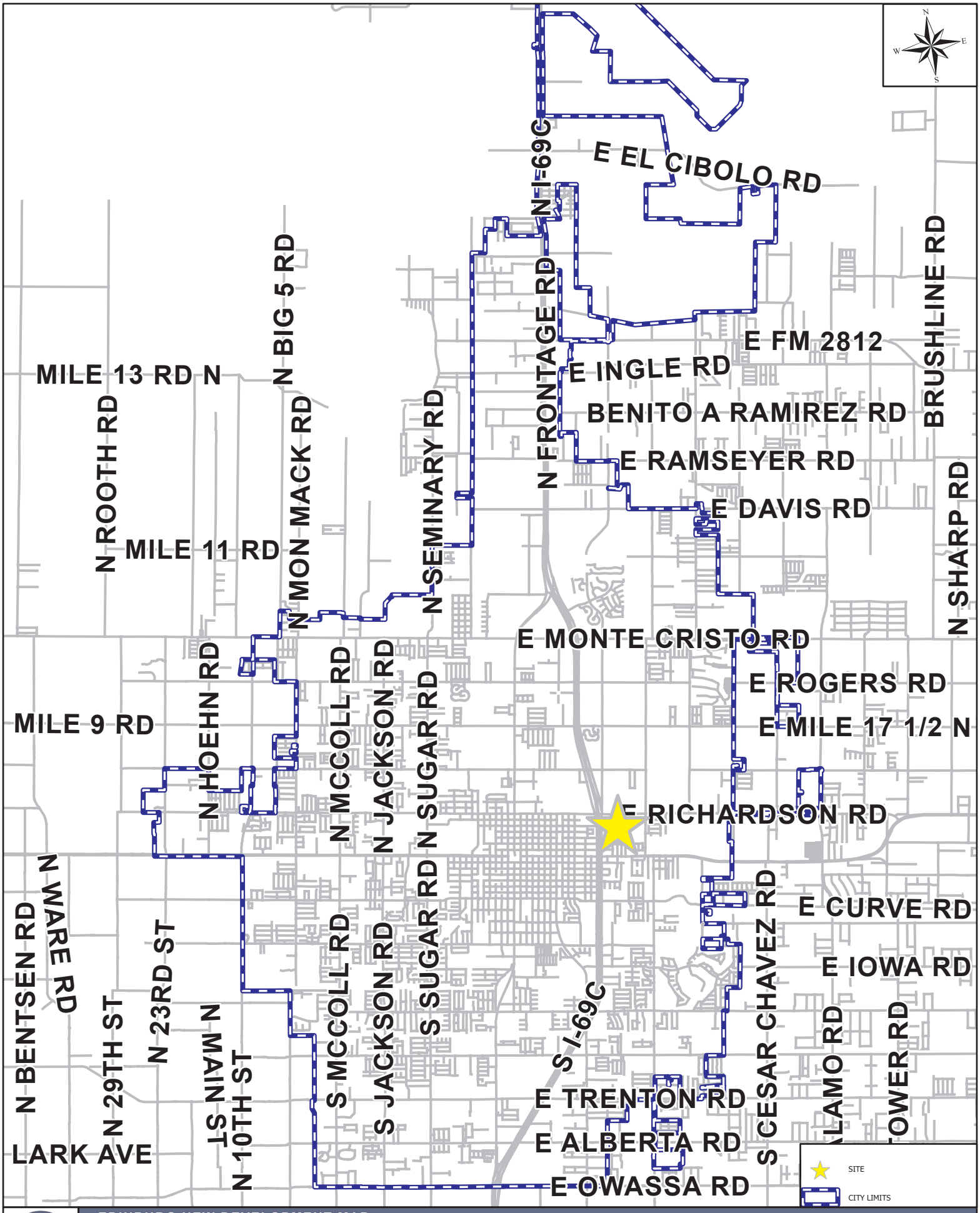
1. The property currently sits vacant.

2. Surrounding land consists of single-family residential uses and commercial uses.

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

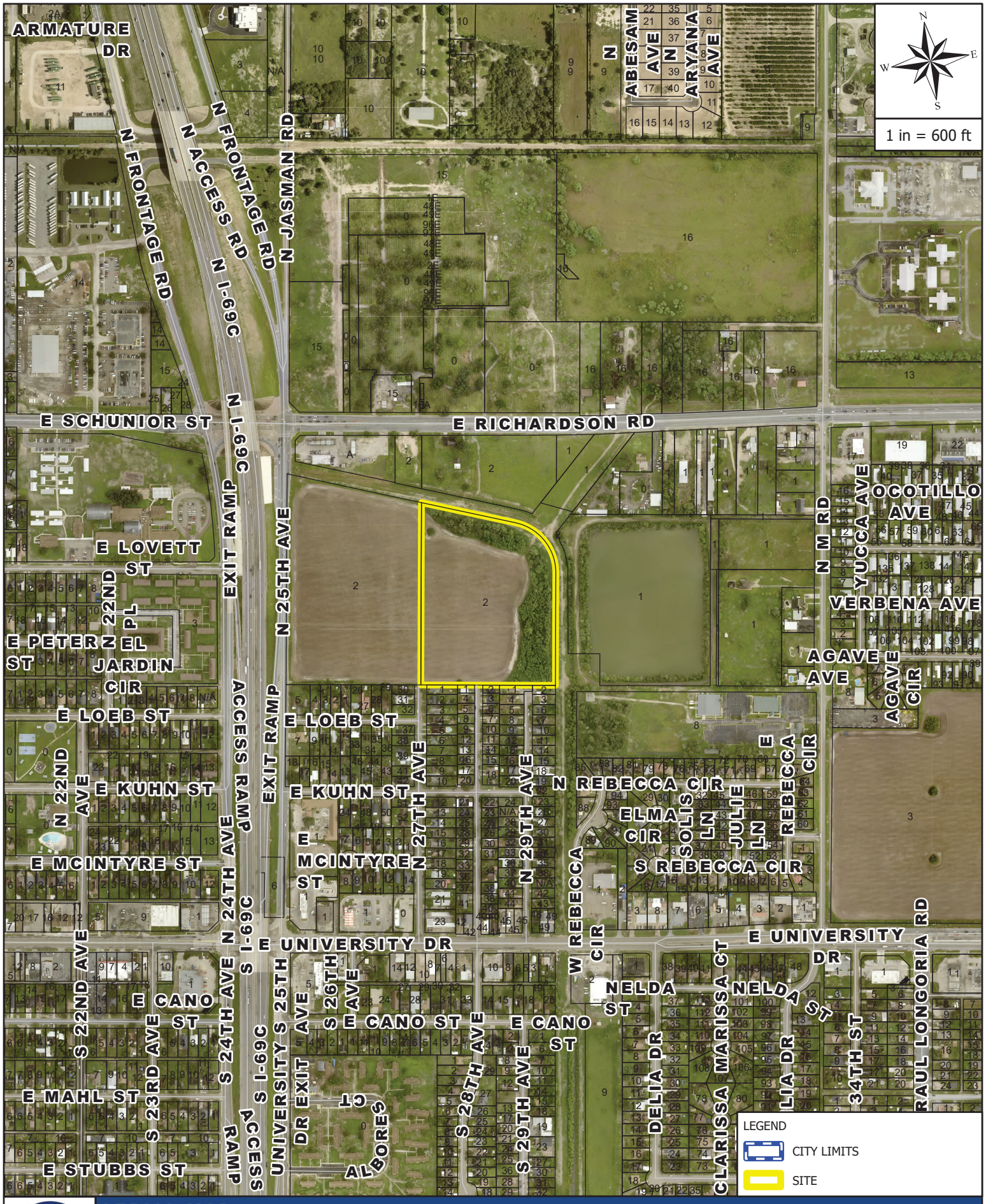
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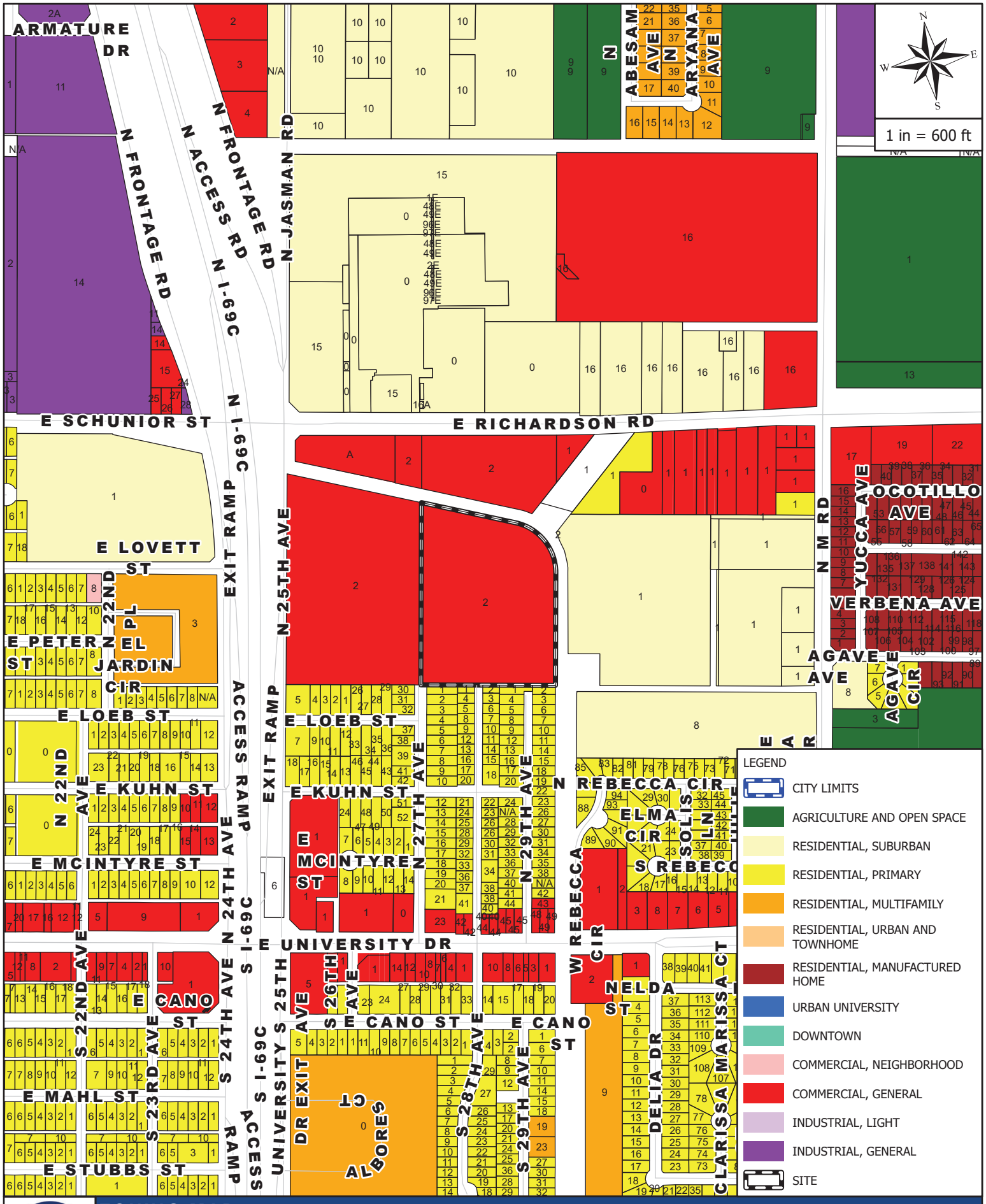
EDINBURG NEW DEVELOPMENT MAP

498 N I-69C



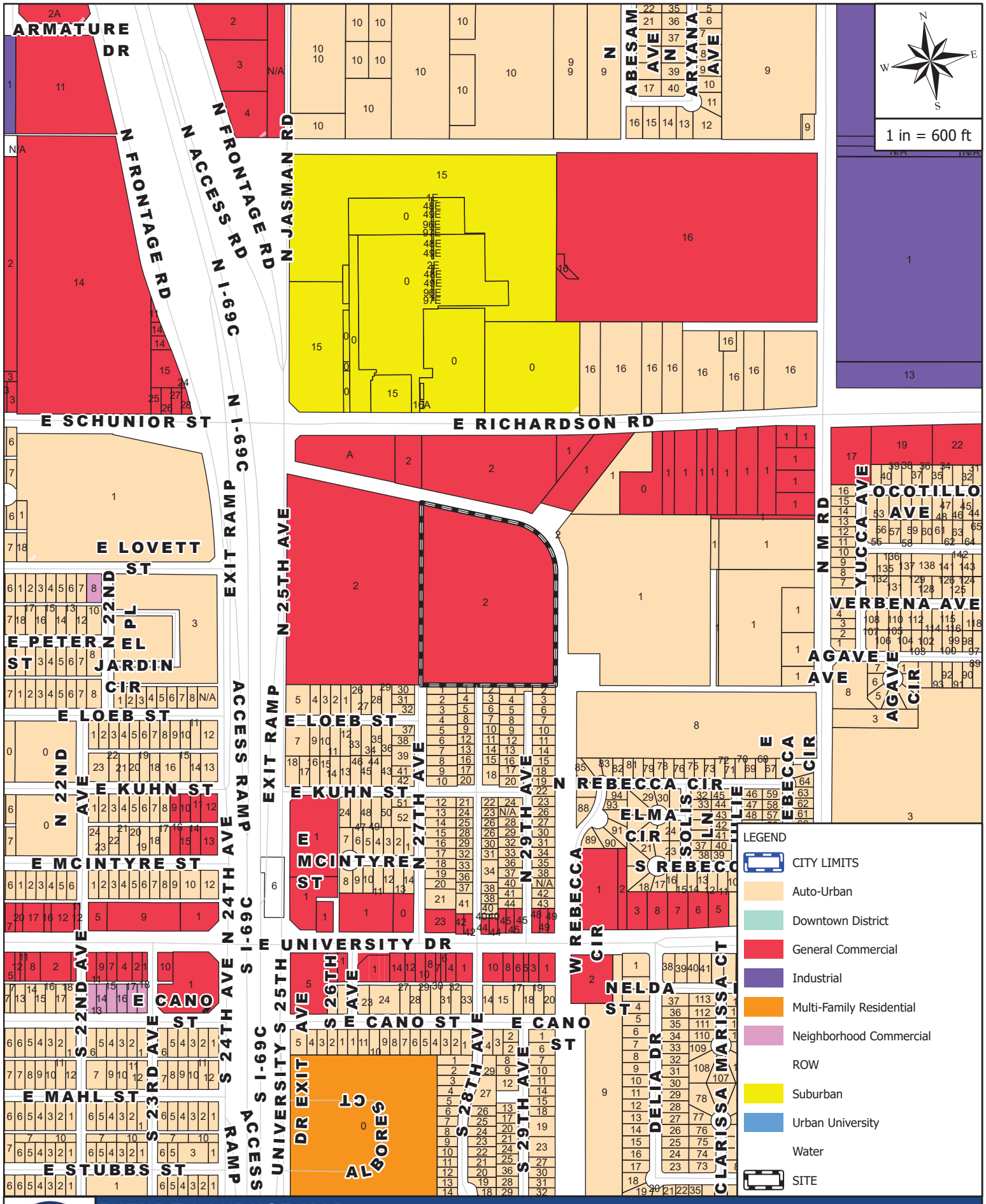
AERIAL MAP

498 N I-69C



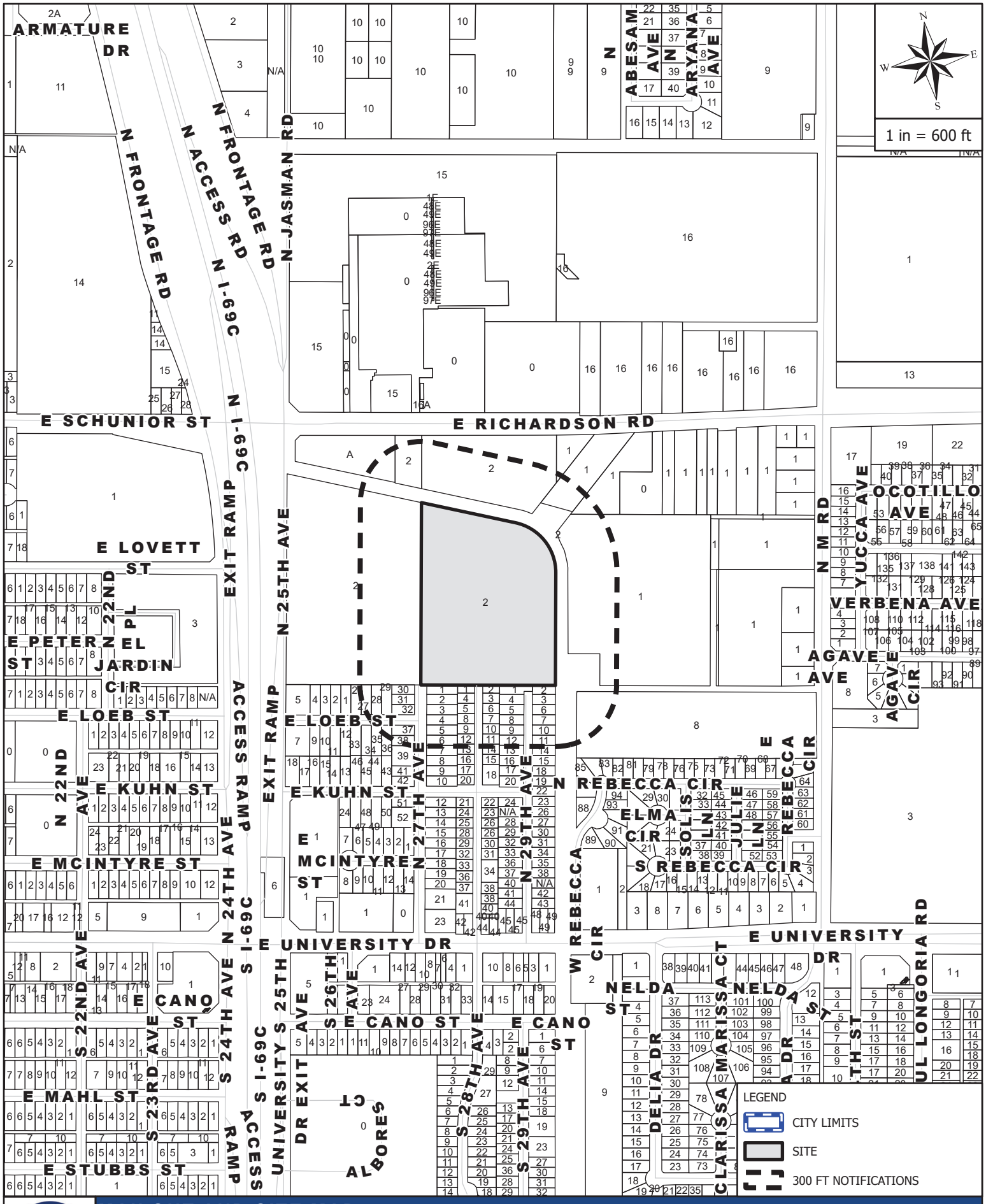
ZONING MAP

498 N I-69C



FUTURE LANDUSE MAP

498 N I-69C



MAILOUT AND SITE MAP

498 N I-69C

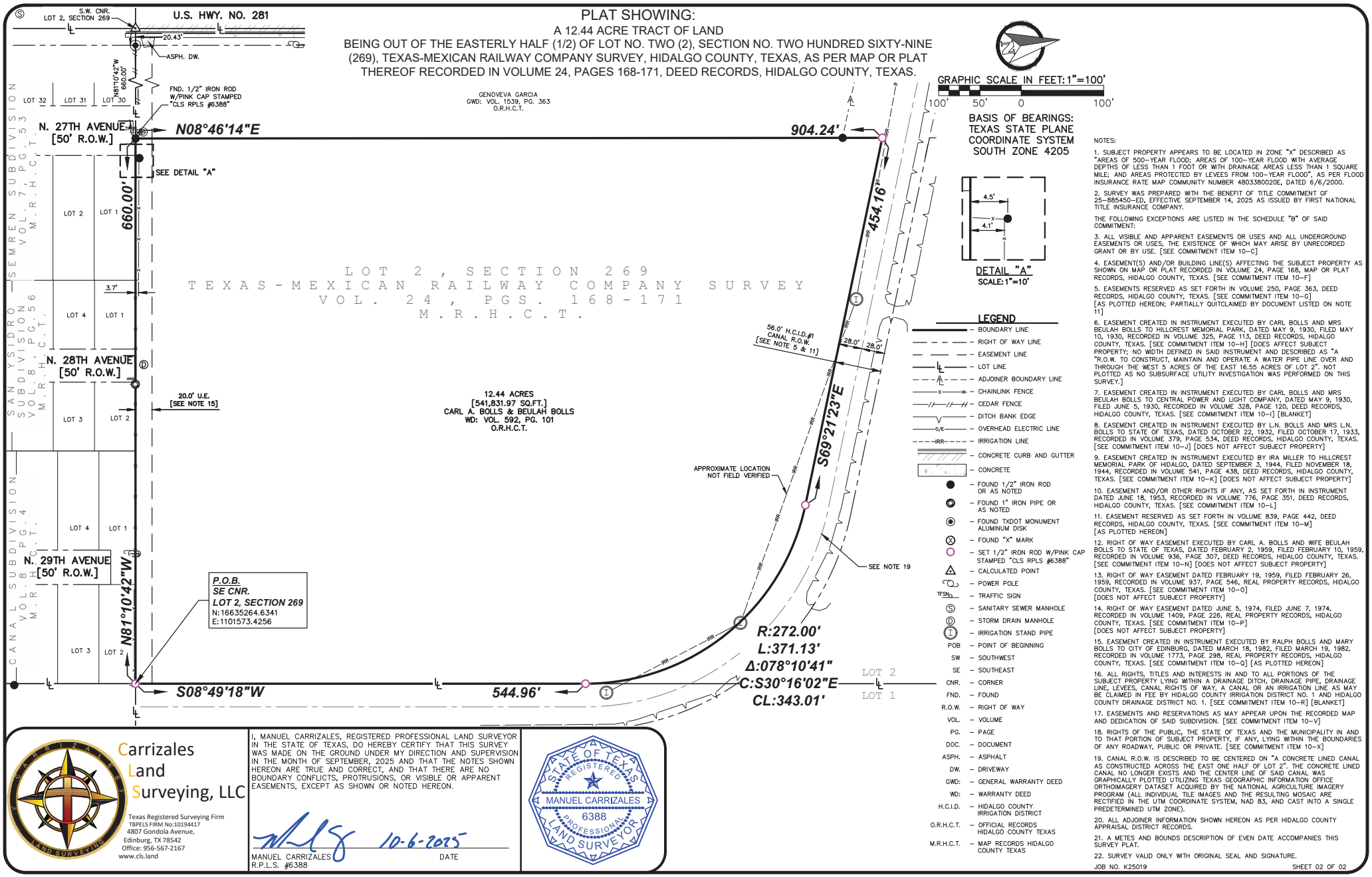
RezoningRequest Site Photo

Rioplex Engineering, LLC
498 N. I-69C



PLAT SHOWING:

A 12.44 ACRE TRACT OF LAND
BEING OUT OF THE EASTERLY HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS.



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- LOT LINE
- ADJOINER BOUNDARY LINE
- CHAINLINK FENCE
- CEDAR FENCE
- DITCH BANK EDGE
- OVERHEAD ELECTRIC LINE
- IRRIGATION LINE
- CONCRETE CURB AND GUTTER
- CONCRETE
- FOUND 1/2" IRON ROD OR AS NOTED
- FOUND 1" IRON PIPE OR AS NOTED
- FOUND TXDOT MONUMENT ALUMINUM DISK
- FOUND "X" MARK
- SET 1/2" IRON ROD W/PINK CAP STAMPED "CLS RPLS #6388"
- CALCULATED POINT
- POWER POLE
- TFSN. – TRAFFIC SIGN
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- IRRIGATION STAND PIPE
- POB – POINT OF BEGINNING
- SW – SOUTHWEST
- SE – SOUTHEAST
- CNR. – CORNER
- FND. – FOUND
- R.O.W. – RIGHT OF WAY
- VOL. – VOLUME
- PG. – PAGE
- DOC. – DOCUMENT
- ASPH. – ASPHALT
- DW. – DRIVEWAY
- GWD: – GENERAL WARRANTY DEED
- WD: – WARRANTY DEED
- H.C.I.D. – HIDALGO COUNTY IRRIGATION DISTRICT
- O.R.H.C.T. – OFFICIAL RECORDS HIDALGO COUNTY TEXAS
- M.R.H.C.T. – MAP RECORDS HIDALGO COUNTY TEXAS

NOTES:

1. SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X" DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD", AS PER FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 4803380020E, DATED 6/6/2000.
2. SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT GF 25-885450-ED, EFFECTIVE SEPTEMBER 14, 2025 AS ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY.

THE FOLLOWING EXCEPTIONS ARE LISTED IN THE SCHEDULE "B" OF SAID COMMITMENT:

3. ALL VISIBLE AND APPARENT EASEMENTS OR USES AND ALL UNDERGROUND EASEMENTS OR USES, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. [SEE COMMITMENT ITEM 10-C]
4. EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN VOLUME 24, PAGE 168, MAP OR PLAT RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-F]
5. EASEMENTS RESERVED AS SET FORTH IN VOLUME 250, PAGE 363, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-G] [AS PLOTTED HEREON; PARTIALLY QUITCLAIMED BY DOCUMENT LISTED ON NOTE 11]
6. EASEMENT CREATED IN INSTRUMENT EXECUTED BY CARL BOLLS AND MRS BEULAH BOLLS TO HILLCREST MEMORIAL PARK, DATED MAY 9, 1930, FILED MAY 10, 1930, RECORDED IN VOLUME 325, PAGE 113, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-H] [DOES AFFECT SUBJECT PROPERTY; NO WIDTH DEFINED IN SAID INSTRUMENT AND DESCRIBED AS "A "R.O.W. TO CONSTRUCT, MAINTAIN AND OPERATE A WATER PIPE LINE OVER AND THROUGH THE WEST 5 ACRES OF THE EAST 16.55 ACRES OF LOT 2". NOT PLOTTED AS NO SUBSURFACE UTILITY INVESTIGATION WAS PERFORMED ON THIS SURVEY.]
7. EASEMENT CREATED IN INSTRUMENT EXECUTED BY CARL BOLLS AND MRS BEULAH BOLLS TO CENTRAL POWER AND LIGHT COMPANY, DATED MAY 9, 1930, FILED JUNE 5, 1930, RECORDED IN VOLUME 328, PAGE 120, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-I] [BLANKET]
8. EASEMENT CREATED IN INSTRUMENT EXECUTED BY L.N. BOLLS AND MRS L.N. BOLLS TO STATE OF TEXAS, DATED OCTOBER 22, 1932, FILED OCTOBER 17, 1933, RECORDED IN VOLUME 379, PAGE 534, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-J] [DOES NOT AFFECT SUBJECT PROPERTY]
9. EASEMENT CREATED IN INSTRUMENT EXECUTED BY IRA MILLER TO HILLCREST MEMORIAL PARK OF HIDALGO, DATED SEPTEMBER 3, 1944, FILED NOVEMBER 18, 1944, RECORDED IN VOLUME 541, PAGE 438, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-K] [DOES NOT AFFECT SUBJECT PROPERTY]
10. EASEMENT AND/OR OTHER RIGHTS IF ANY, AS SET FORTH IN INSTRUMENT DATED JUNE 18, 1953, RECORDED IN VOLUME 776, PAGE 351, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-L]
11. EASEMENT RESERVED AS SET FORTH IN VOLUME 839, PAGE 442, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-M] [AS PLOTTED HEREON]
12. RIGHT OF WAY EASEMENT EXECUTED BY CARL A. BOLLS AND WIFE BEULAH BOLLS TO STATE OF TEXAS, DATED FEBRUARY 2, 1959, FILED FEBRUARY 10, 1959, RECORDED IN VOLUME 936, PAGE 307, DEED RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-N] [DOES NOT AFFECT SUBJECT PROPERTY]
13. RIGHT OF WAY EASEMENT DATED FEBRUARY 19, 1959, FILED FEBRUARY 26, 1959, RECORDED IN VOLUME 937, PAGE 546, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-O] [DOES NOT AFFECT SUBJECT PROPERTY]
14. RIGHT OF WAY EASEMENT DATED JUNE 5, 1974, FILED JUNE 7, 1974, RECORDED IN VOLUME 1409, PAGE 226, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-P] [DOES NOT AFFECT SUBJECT PROPERTY]
15. EASEMENT CREATED IN INSTRUMENT EXECUTED BY RALPH BOLLS AND MARY BOLLS TO CITY OF EDINBURG, DATED MARCH 18, 1982, FILED MARCH 19, 1982, RECORDED IN VOLUME 1773, PAGE 298, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. [SEE COMMITMENT ITEM 10-Q] [AS PLOTTED HEREON]
16. ALL RIGHTS, TITLES AND INTERESTS IN AND TO ALL PORTIONS OF THE SUBJECT PROPERTY LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, LEVEES, CANAL RIGHTS OF WAY, A CANAL OR AN IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1. [SEE COMMITMENT ITEM 10-R] [BLANKET]
17. EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP AND DEDICATION OF SAID SUBDIVISION. [SEE COMMITMENT ITEM 10-V]
18. RIGHTS OF THE PUBLIC, THE STATE OF TEXAS AND THE MUNICIPALITY IN AND TO THAT PORTION OF SUBJECT PROPERTY, IF ANY, LYING WITHIN THE BOUNDARIES OF ANY ROADWAY, PUBLIC OR PRIVATE. [SEE COMMITMENT ITEM 10-X]
19. CANAL R.O.W. IS DESCRIBED TO BE CENTERED ON "A CONCRETE LINED CANAL AS CONSTRUCTED ACROSS THE EAST ONE HALF OF LOT 2". THE CONCRETE LINED CANAL NO LONGER EXISTS AND THE CENTER LINE OF SAID CANAL WAS GRAPHICALLY PLOTTED UTILIZING TEXAS GEOGRAPHIC INFORMATION OFFICE ORTHOIMAGERY DATASET ACQUIRED BY THE NATIONAL AGRICULTURE IMAGERY PROGRAM (ALL INDIVIDUAL TILE IMAGES AND THE RESULTING MOSAIC ARE RECTIFIED IN THE UTM COORDINATE SYSTEM, NAD 83, AND CAST INTO A SINGLE PREDETERMINED UTM ZONE).
20. ALL ADJOINER INFORMATION SHOWN HEREON AS PER HIDALGO COUNTY APPRAISAL DISTRICT RECORDS.
21. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
22. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. K25019 SHEET 02 OF 02

Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPELS FIRM No:10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
www.cls.land

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF SEPTEMBER, 2025 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT, AND THAT THERE ARE NO BOUNDARY CONFLICTS, PROTRUSIONS, OR VISIBLE OR APPARENT EASEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

10-6-2025

MANUEL CARRIZALES
R.P.L.S. #6388

DATE

STATE OF TEXAS
REGISTERED
MANUEL CARRIZALES
6388
PROFESSIONAL
LAND SURVEYOR



Lot Area Table		
Lot #	SQ. FT.	Area
1	3740.41	0.086
2	3740.41	0.086
3	3740.41	0.086
4	3740.41	0.086
5	3740.41	0.086
6	3740.41	0.086
7	3740.41	0.086
8	3740.41	0.086
9	4054.76	0.093
10	4034.85	0.093
11	4659.20	0.107
12	5053.28	0.116
13	5057.11	0.116
14	5060.85	0.116
15	4726.10	0.108
16	4073.94	0.094
17	3746.29	0.086
18	3744.84	0.086
19	3743.38	0.086
20	3741.93	0.086
21	3740.47	0.086
22	3739.02	0.086
23	3737.57	0.086
24	4000.00	0.092
25	4000.00	0.092
26	4387.50	0.101
27	4554.34	0.105
28	4671.32	0.107
29	4671.32	0.107
30	4671.32	0.107
31	4658.82	0.107
32	4057.04	0.093
33	3706.26	0.085
34	3706.26	0.085
35	3706.26	0.085
36	3706.26	0.085
37	3706.26	0.085
38	3706.26	0.085
39	3706.26	0.085
40	3706.26	0.085
41	3704.43	0.085
42	3443.42	0.079
43	4152.60	0.095
44	3706.26	0.085
45	3706.26	0.085
46	3706.26	0.085
47	3706.26	0.085
48	3706.26	0.085
49	3706.26	0.085
50	3706.26	0.085
51	3706.26	0.085
52	3706.26	0.085
53	3706.26	0.085
54	4057.04	0.093
55	3834.45	0.088
56	3946.95	0.091
57	3946.95	0.091
58	3946.95	0.091
59	3946.95	0.091
60	3946.95	0.091

Lot Area Table		
Lot #	SQ. FT.	Area
61	3946.95	0.091
62	3946.95	0.091
63	3946.95	0.091
64	3946.95	0.091
65	3946.95	0.091
66	4735.49	0.109
67	6532.80	0.150
68	3946.95	0.091
69	3946.95	0.091
70	3946.95	0.091
71	3946.95	0.091
72	3946.95	0.091
73	3946.95	0.091
74	3946.95	0.091
75	3946.95	0.091
76	3946.95	0.091
77	3946.95	0.091
78	3834.45	0.088
79	24831.91	0.570
80	1857.05	0.043

SCALE: 1" = 60'

No.	DESCRIPTION	DATE

ISSUE DATE

RIOPLEX ENGINEERING

FIRM No. 20064
1200 AUBURN AVE., SUITE 200 OFFICE # (956) 631-8527
McALLEN, TX. 78504 RIOPLEXENGINEERING.COM

EXPRESSWAY 281 & RICHARDSON ROAD

PROJECT # ISSUE DATE

LOT LAYOUT

05

COPYRIGHT RIOPLEX ENGINEERING, LLC - DO NOT REPRODUCE OR TRANSMIT WITHOUT WRITTEN CONSENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, BEING A 12.44 ACRE TRACT OF LAND BEING OUT OF THE EASTERLY HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 498 N. I-69C, 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 Residential, Urban and Townhome (RU) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 12.44 Acre Tract of Land Being out of the Easterly Half (1/2) of Lot No. Two (2), Section No. Two Hundred Sixty-Nine (269), Texas-Mexican Railway Company Survey, Hidalgo County, Texas, Located at 498 N. I-69C from Commercial, General (CG) District to Residential, Urban and Townhome (RU) 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 March 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they

approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District, and Residential, Urban and Townhome (RU) 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, Urban and Townhome (RU) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 12.44 ACRE TRACT OF LAND BEING OUT OF THE EASTERLY HALF (1/2) OF LOT NO. TWO (2), SECTION NO. TWO HUNDRED SIXTY-NINE (269), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, LOCATED AT 498 N. I-69C, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

(1) Population growth requiring more Auto Urban Uses;
(2) Expansion and development of Auto Urban Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.G.
Comprehensive Plan Amendment and Rezoning Request - Rio Delta Engineering

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, Being 5.99 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the north side of W. State Highway 107, approximately 1,200 feet west of Trooper Moises Sanchez Blvd. The property is currently zoned Residential, Multifamily (RM) District. This district is a high-intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The requested zoning is Residential, Urban and Townhome (RU) District. This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. This property has a total area of 5.99 acres. Currently, the property sits vacant. The applicant is requesting to utilize this portion of the property for a single-family residential townhome development consisting of 44 lots.

Adjacent zoning is Residential, Primary (RP) District to the north and Commercial, General (CG) District to the east and west. Property to the south currently sits outside the City Limits of Edinburg. Surrounding uses consist of commercial uses and single-family residential uses. The Future Land Use designation for this property is for General Commercial Uses and Auto-Urban Uses.

Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District, based on the surrounding land uses and the

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District

APPLICANT: Rio Delta Engineering

AGENT: Not Applicable

LEGAL: Being 5.99 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey

LOCATION: Located at 4807 W. State Highway 107

LOT/TRACT SIZE: 5.99 acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Urban and Townhome (RU) District

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Outside the City Limits of Edinburg
East – Commercial, General (CG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses and Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Coop Water CCN Service Area

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
RIO DELTA ENGINEERING

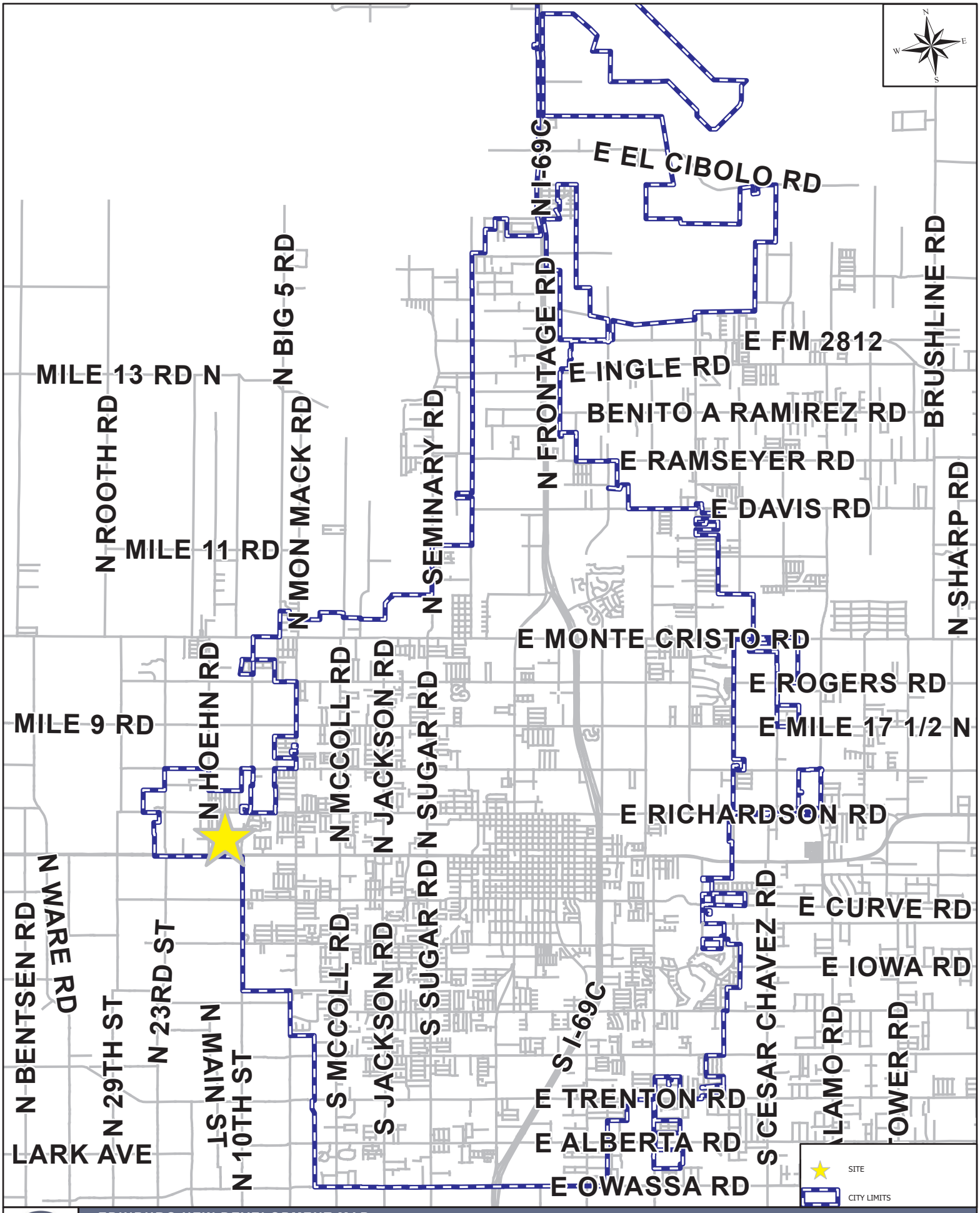
EVALUATION

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

1. The property is currently vacant.
2. Surrounding land consists of commercial uses and single-family residential uses.
3. This property is located along W. State Highway 107
4. The proposed zoning is consistent with the Future Land Use Plan.

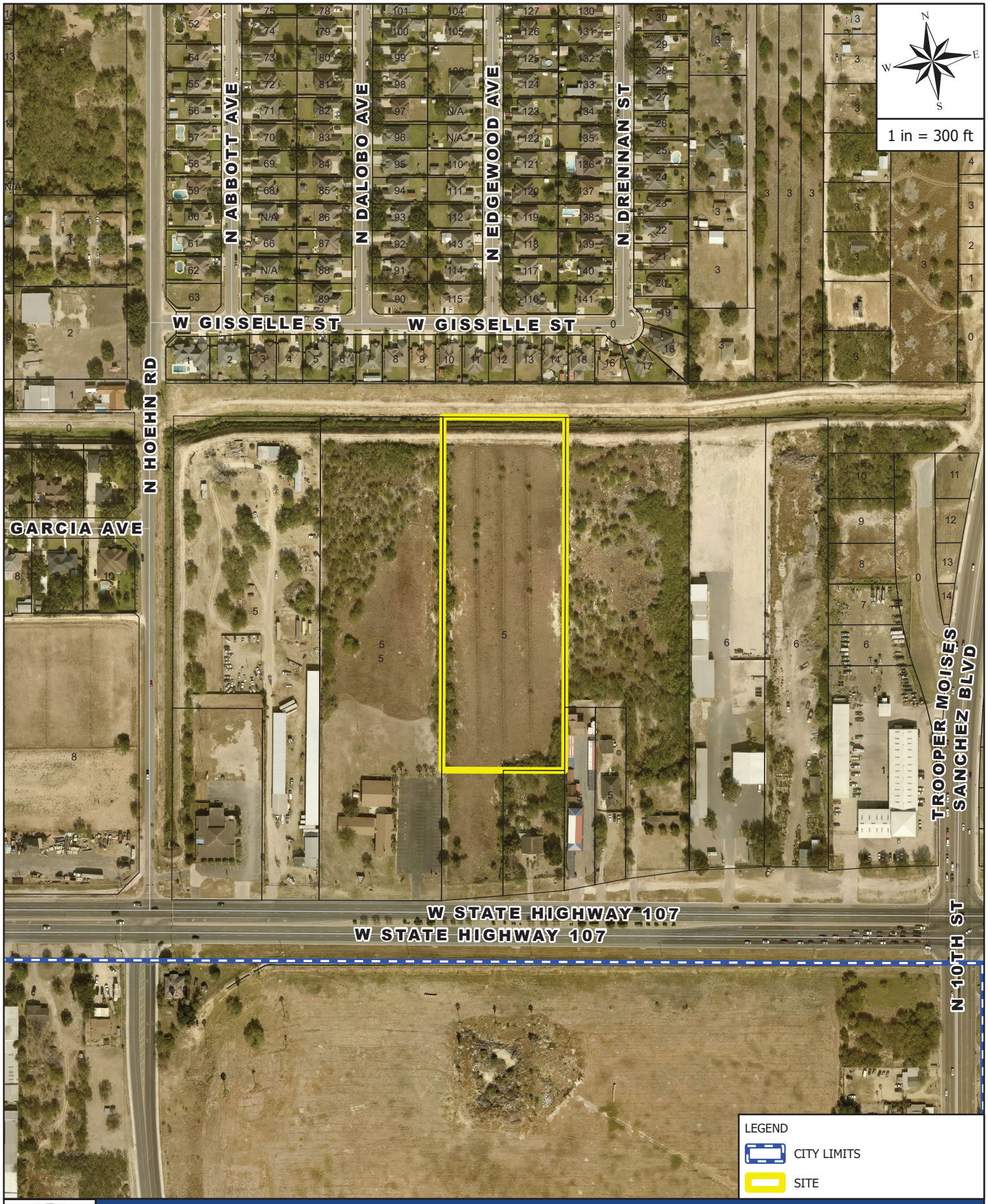
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Staff mailed a notice of the public hearing to 26 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



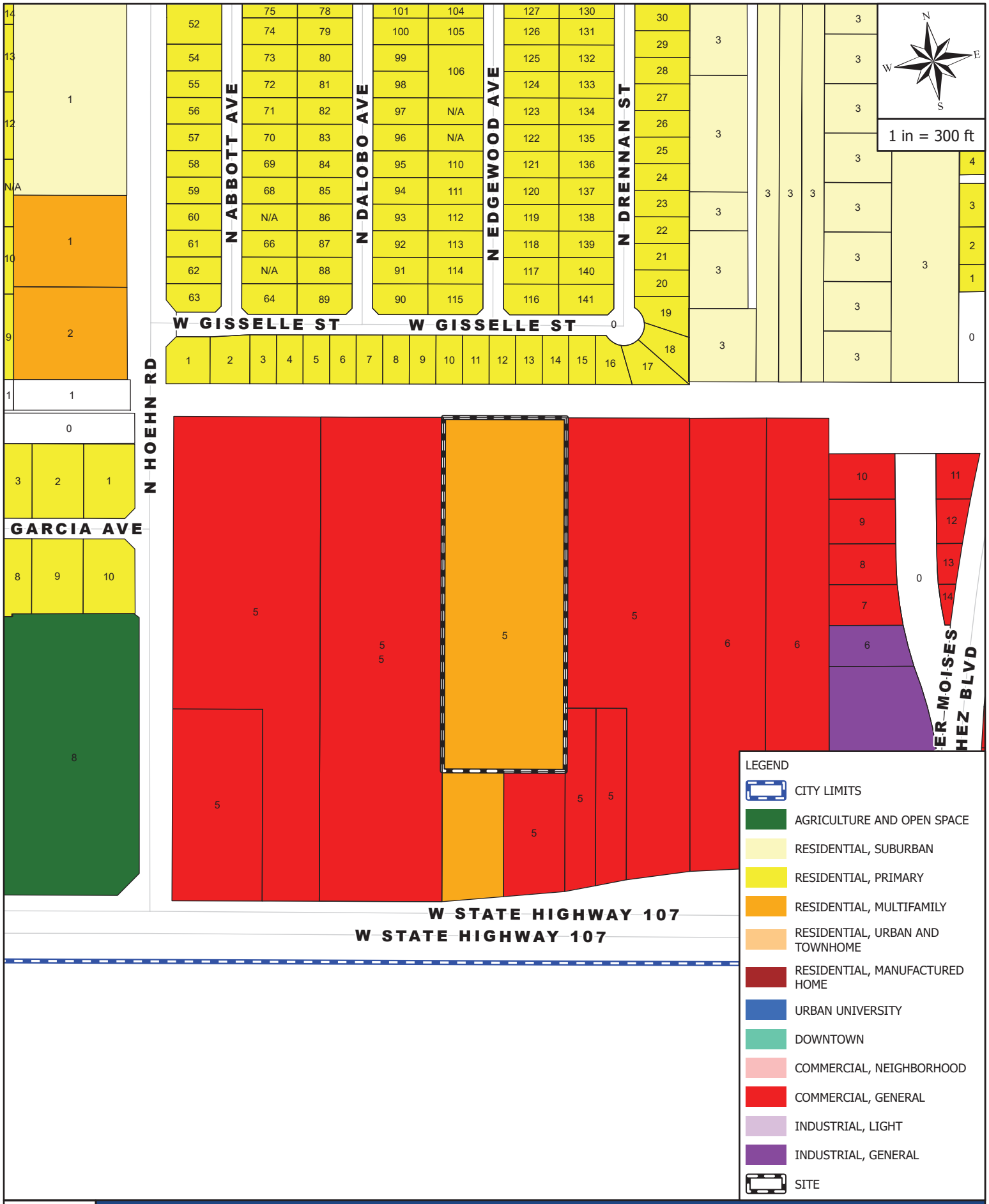
EDINBURG NEW DEVELOPMENT MAP

4807 W STATE HIGHWAY 107



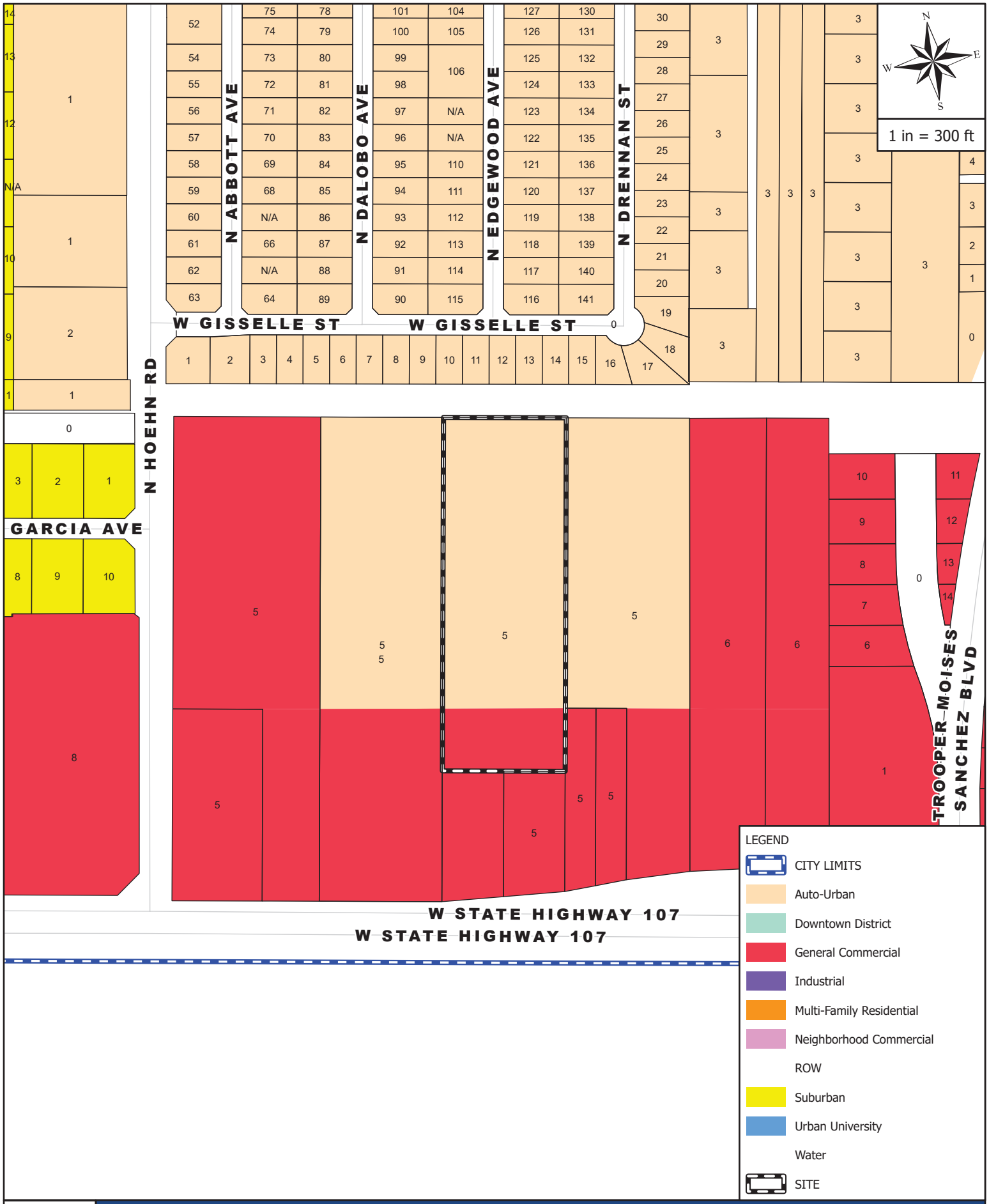
AERIAL MAP

4807 W STATE HIGHWAY 107



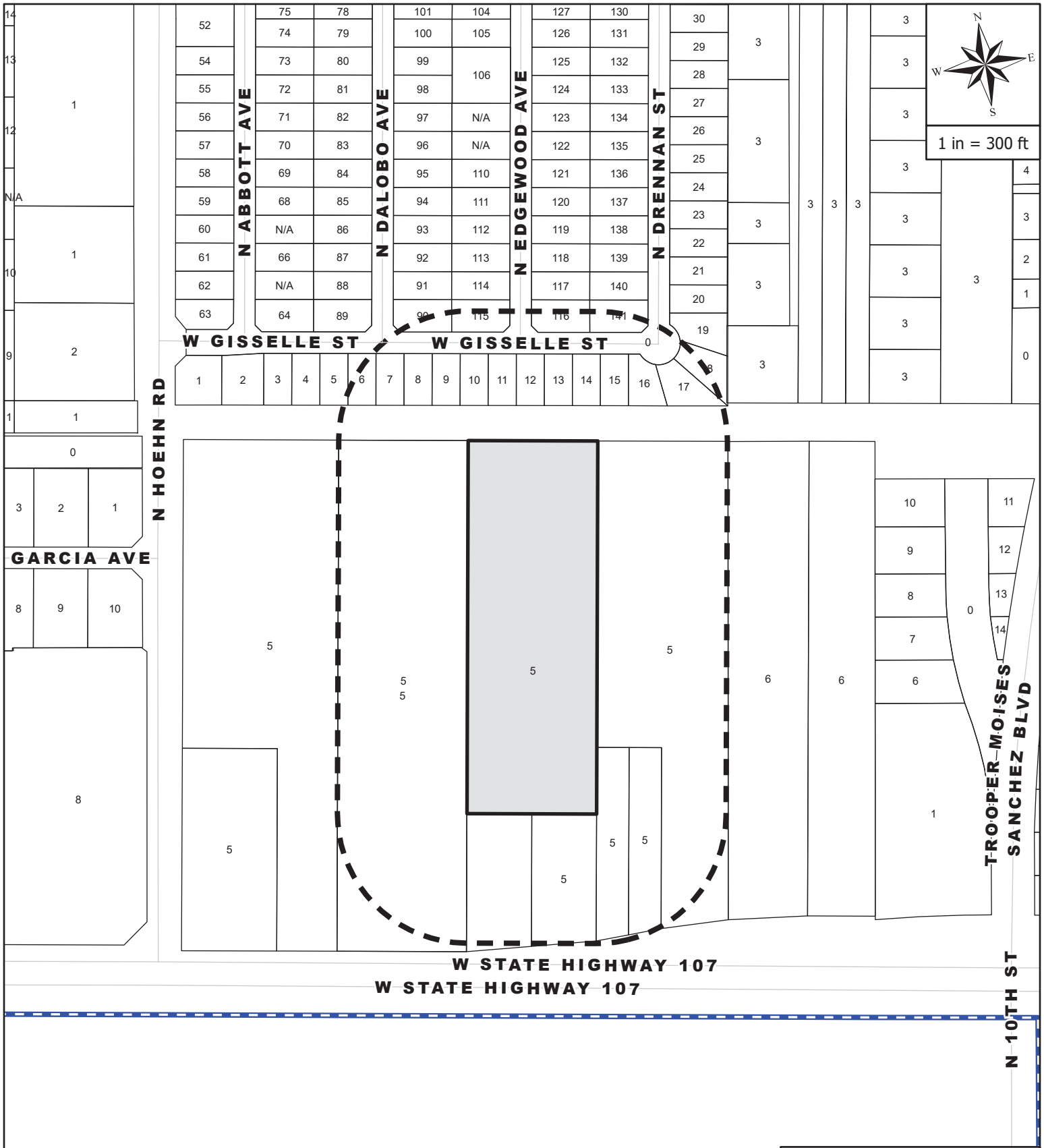
ZONING MAP

4807 W STATE HIGHWAY 107



FUTURE LANDUSE MAP

4807 W STATE HIGHWAY 107



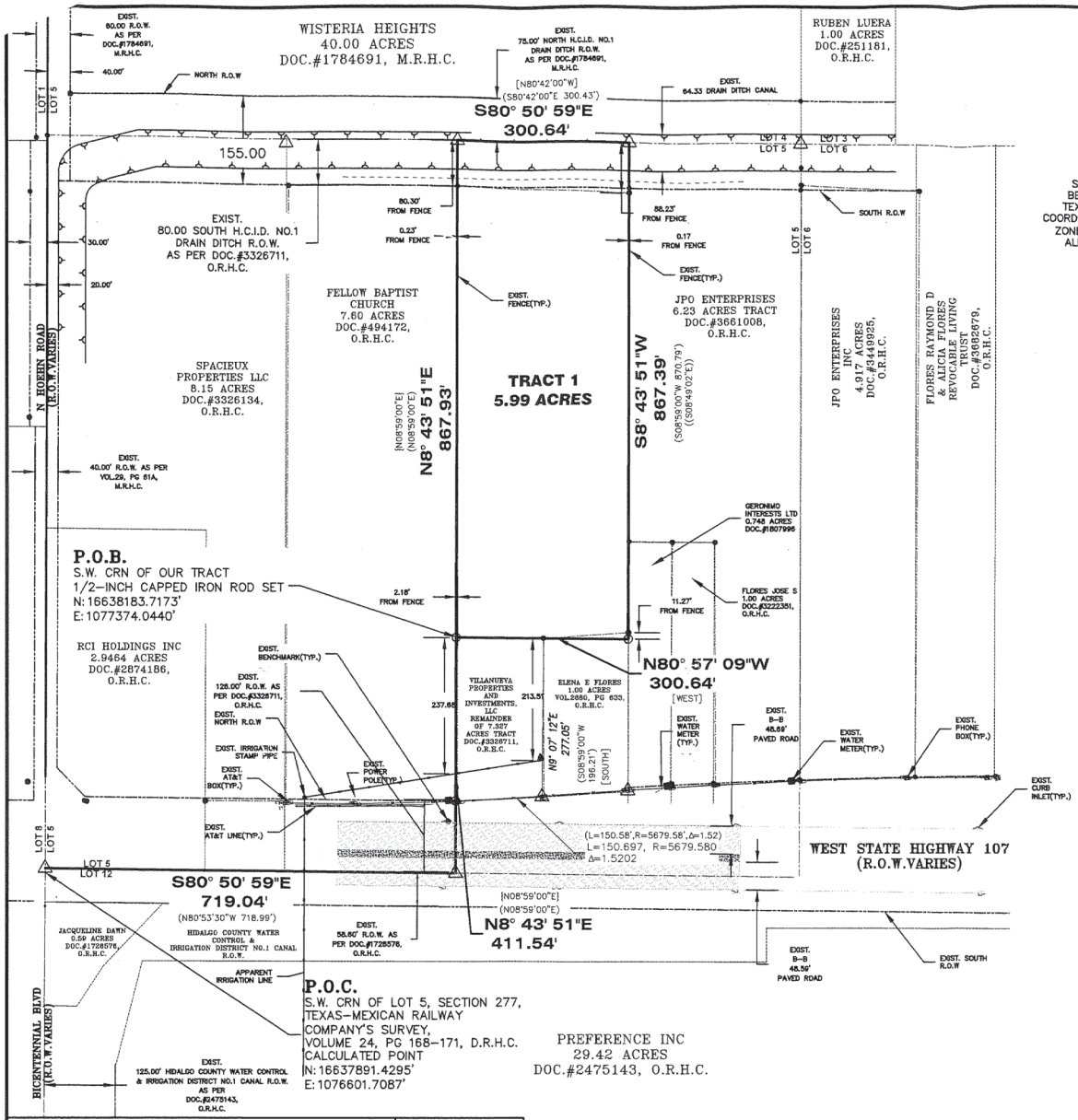
MAILOUT AND SITE MAP

4807 W STATE HIGHWAY 107

Rezoning Request Site Photo

Rio Delta Engineering
4807 W. State Highway 107





SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

EXHIBIT D
BOUNDARY SURVEY
TRACT 1 - 5.99 ACRES
OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 24, PAGE 168-171, DEED RECORDS HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SURVEYOR'S NOTES:

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

2.) 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.

3.) THE PROPERTY SHOWN IS IN ZONE "X" AREAS, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 4803380015E, DATED JUNE 06, 2000.

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 JANUARY, 2026, 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".

LEGEND	
●	1/2" IRON ROD FOUND
Ⓐ	1" IRON ROD FOUND
Ⓢ	3/8" IRON ROD FOUND
○	CAPPED 1/2" IRON ROD SET
△	CALCULATED POINT
⊗	FENCE CORNER
◎	R.O.W POST FOUND
XXXX	MEASURED
(XXXX)	DEED CALL, (DOC.#3326711, O.R.H.C.)
[XXXX]	PLAT CALL, (DOC.#1784691, M.R.H.C.)
{XXXX}	DEED CALL, (DOC.#494172, M.R.H.C.)
((XXXX))	DEED CALL, (DOC.#3661006, M.R.H.C.)
[[XXXX]]	DEED CALL, (DOC.#3661006, M.R.H.C.)

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:	JANUARY,2026
PROJECT:	SUB 25.069
PAGE:	1 OF 1

1/27/2026

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, BEING 5.99 ACRES OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 4807 W. STATE HIGHWAY 107, 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, Multifamily (RM) District, and Residential, Urban and Townhome (RU) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 5.99 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107 from Residential, Multifamily (RM) District to Residential, Urban and Townhome (RU) 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 February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING 5.99 ACRES OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 4807 W. STATE HIGHWAY 107, SHOULD BE FOR AUTO URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

(1) Population growth requiring more Auto Urban Uses;

(2) Expansion and development of Auto Urban Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.H.
Rezoning Request- Rio Delta Engineering

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multifamily (RM) District to Commercial General (CG) District, Being 0.98 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the north side of W. State Highway 107, approximately 1,200 feet west of Trooper Moises Sanchez Blvd. The property is currently zoned Residential, Multifamily (RM) District. This district is a high-intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The requested zoning is Commercial General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 150 feet along W. State Highway 107 and a lot depth of 277 feet for a total area of 0.98 acres. Currently, the property sits vacant. The applicant is requesting to utilize this portion of the property for a commercial development.

Adjacent zoning is Residential, Primary (RP) District to the north and Commercial, General (CG) District to the east and west. Property to the south currently sits outside the City Limits of Edinburg. Surrounding uses consist of commercial uses and single-family residential uses. The Future Land Use designation for this property is for General Commercial Uses and Auto-Urban Uses.

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On February 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 12, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/12/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Rio Delta Engineering

AGENT: Not Applicable

LEGAL: Being 0.98 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey

LOCATION: Located at 4807 W. State Highway 107

LOT/TRACT SIZE: 0.98 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Outside the City Limits of Edinburg
East – Commercial, General (CG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses and Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Coop Water CCN Service Area

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

REZONING REQUEST
RIO DELTA ENGINEERING

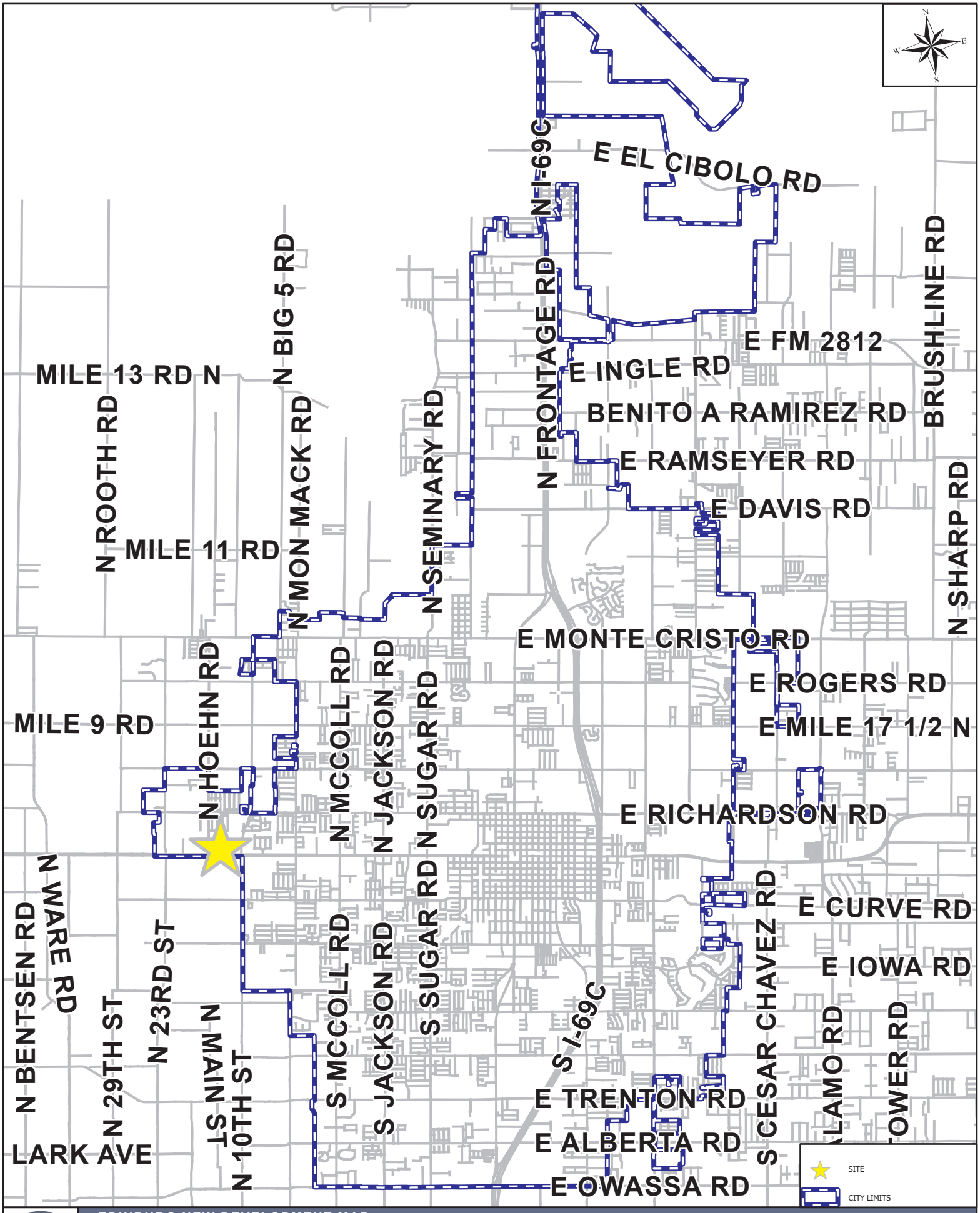
EVALUATION

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

1. The property is currently vacant.
2. Surrounding land consists of commercial uses and single-family residential uses.
3. This property is located along W. State Highway 107
4. The proposed zoning is consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, January 30, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



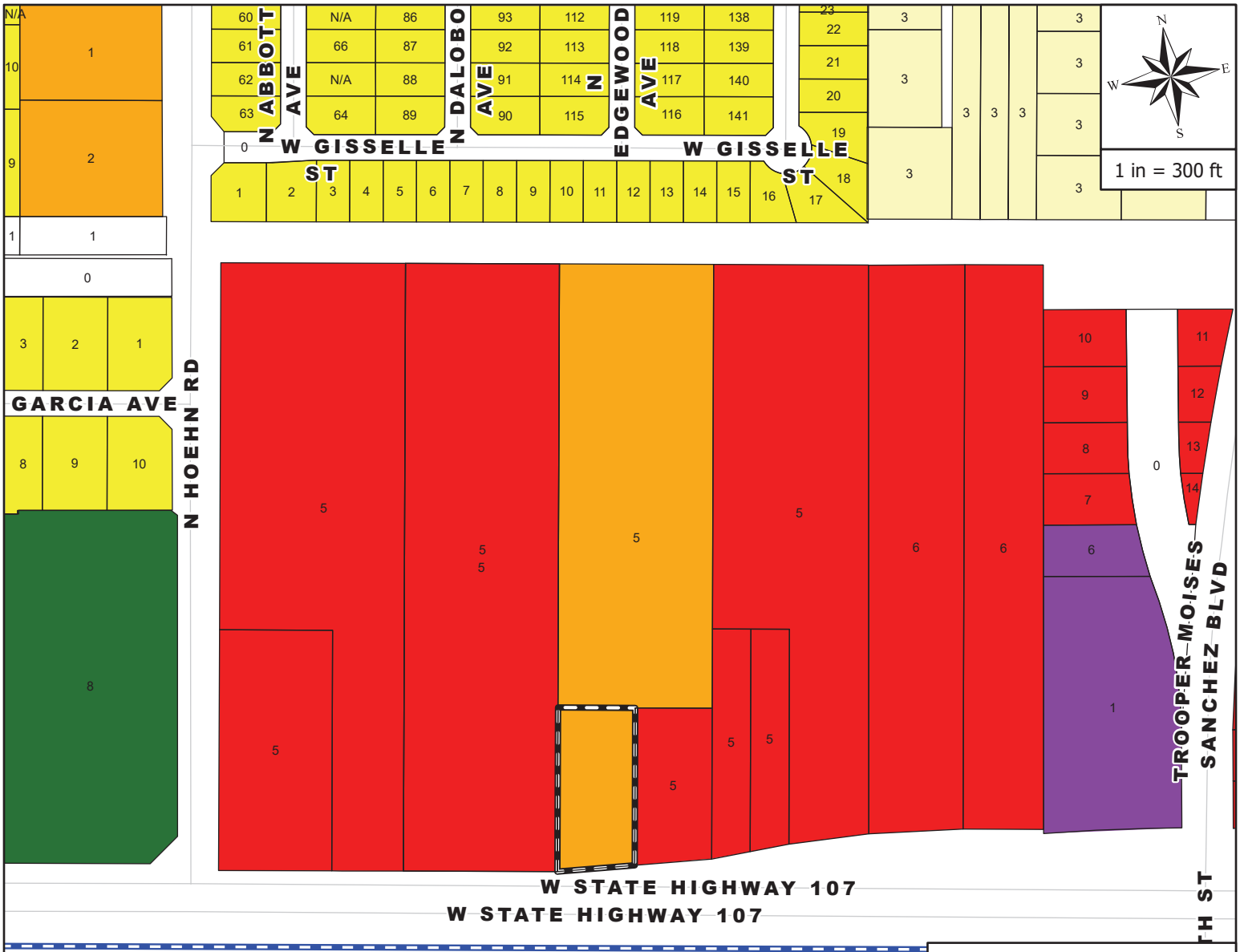
EDINBURG NEW DEVELOPMENT MAP

4807 W STATE HIGHWAY 107



AERIAL MAP

4807 W STATE HIGHWAY 107

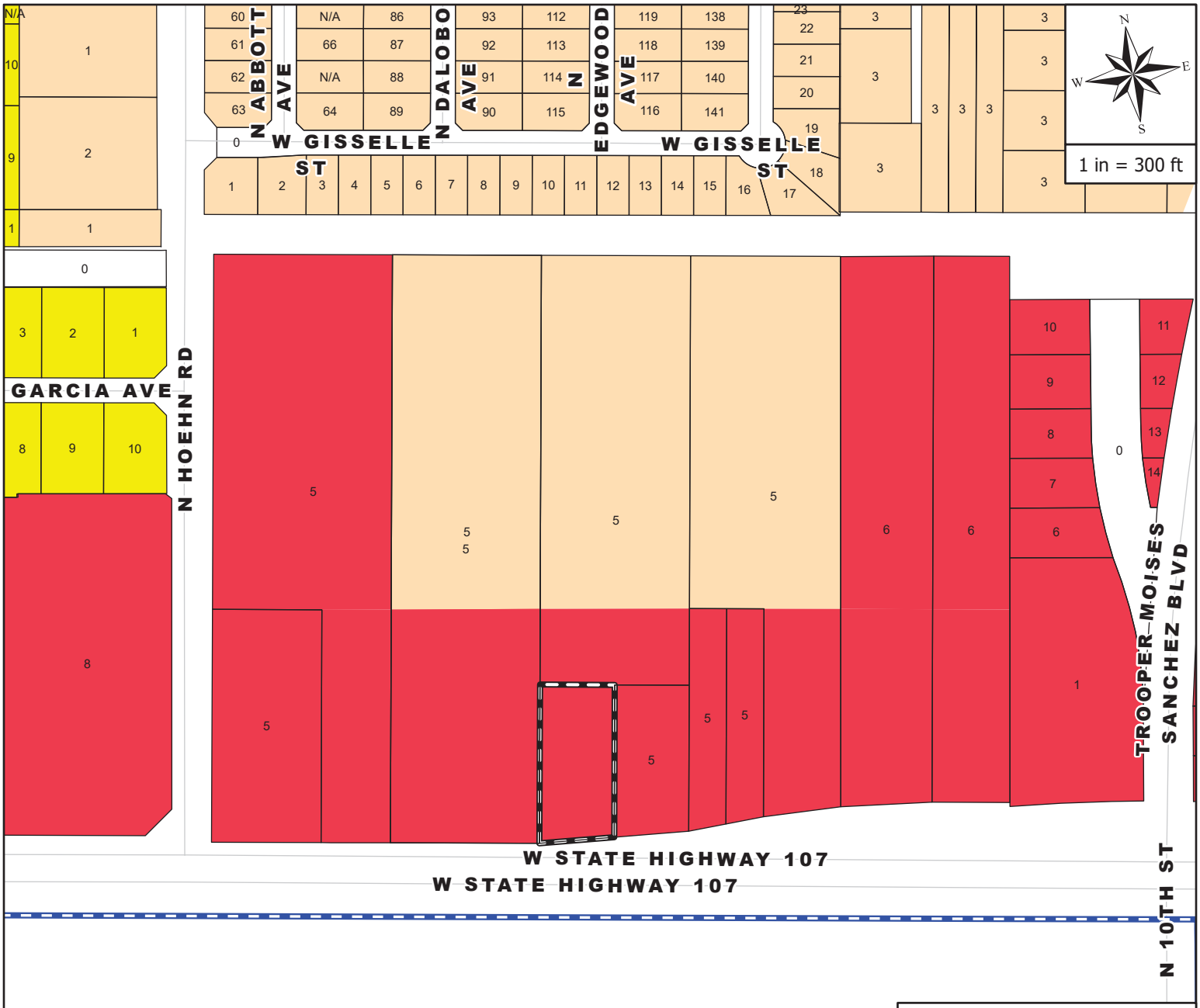


LEGEND

- CITY LIMITS
- AGRICULTURE AND OPEN SPACE
- RESIDENTIAL, SUBURBAN
- RESIDENTIAL, PRIMARY
- RESIDENTIAL, MULTIFAMILY
- RESIDENTIAL, URBAN AND TOWNHOME
- RESIDENTIAL, MANUFACTURED HOME
- URBAN UNIVERSITY
- DOWNTOWN
- COMMERCIAL, NEIGHBORHOOD
- COMMERCIAL, GENERAL
- INDUSTRIAL, LIGHT
- INDUSTRIAL, GENERAL
- SITE

ZONING MAP

4807 W STATE HIGHWAY 107

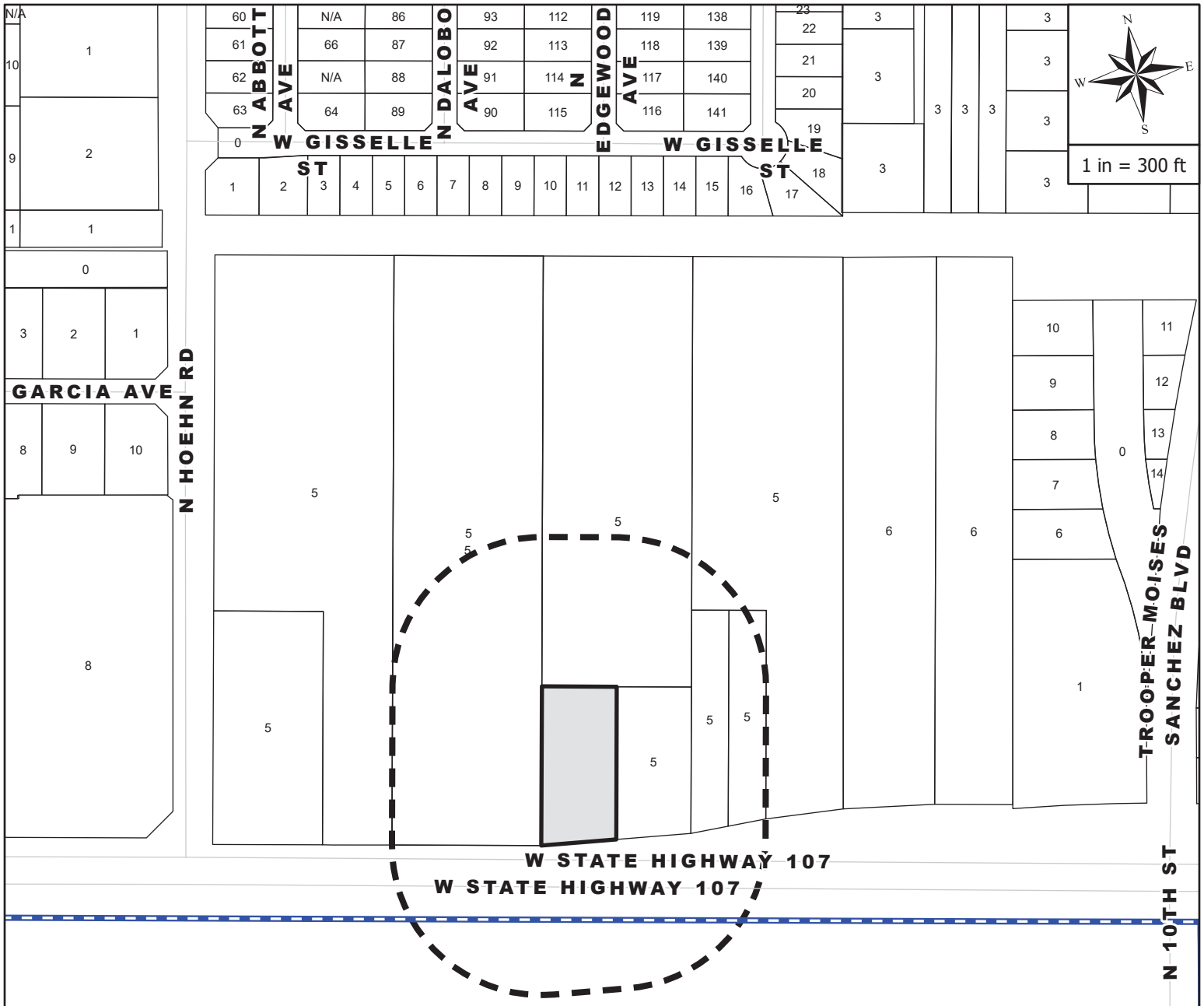


LEGEND

- CITY LIMITS
- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Multi-Family Residential
- Neighborhood Commercial
- ROW
- Suburban
- Urban University
- Water
- SITE

FUTURE LANDUSE MAP

4807 W STATE HIGHWAY 107



LEGEND

- CITY LIMITS
- SITE
- 300 FT NOTIFICATIONS

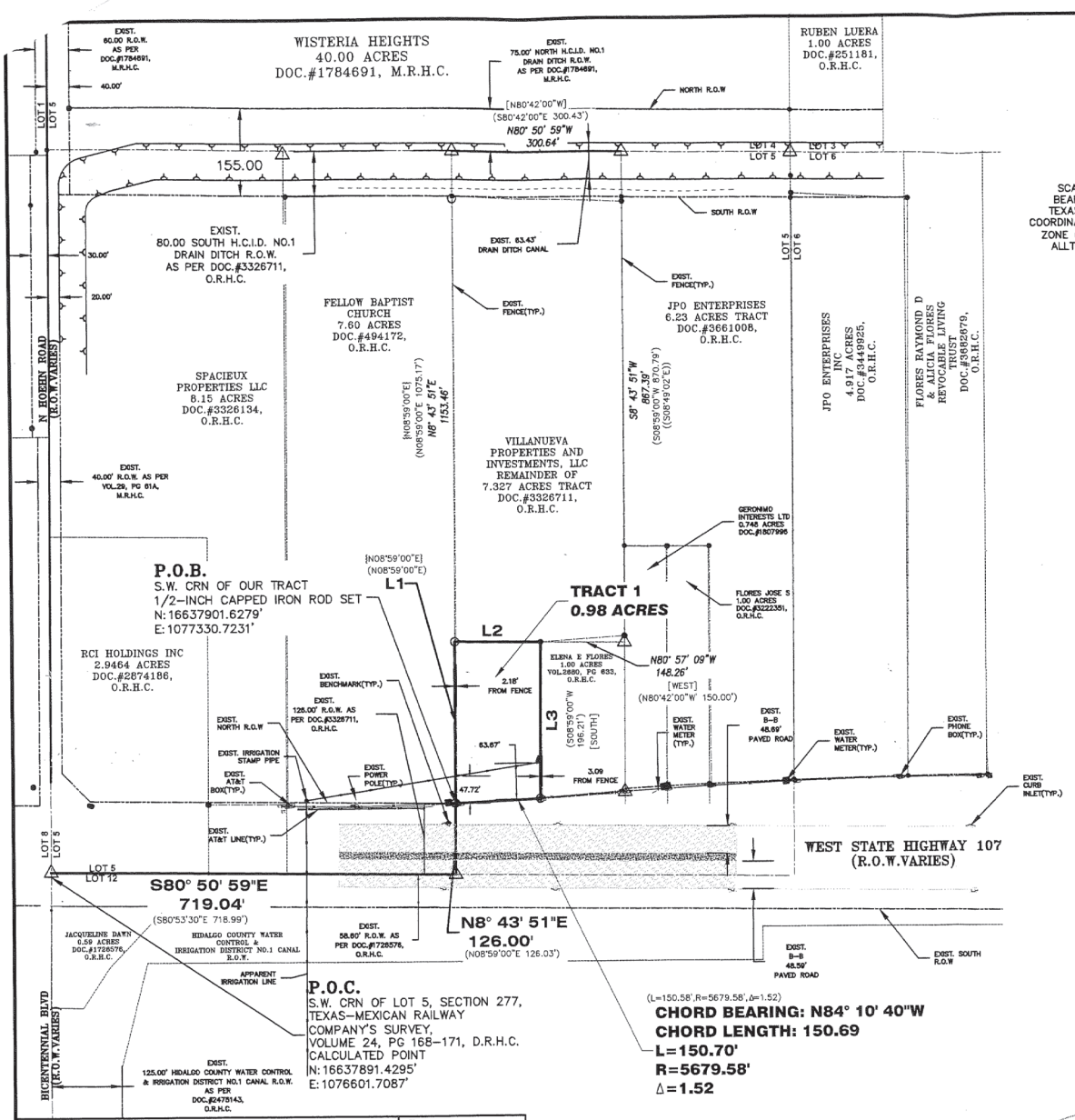
MAILOUT AND SITE MAP

4807 W STATE HIGHWAY 107

Rezoning Request Site Photo

Rio Delta Engineering
4807 W. State Highway 107





SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 0.98 ACRES
OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 24, PAGE 168-171, DEED RECORDS HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SURVEYOR'S NOTES:

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

2.) 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.

3.) THE PROPERTY SHOWN IS IN ZONE "X" AREAS, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 4803380015E, DATED JUNE 06, 2000.

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 JANUARY, 2026, 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".

Parcel Line Table		
Line #	Length	Direction
L1	285.53	N8° 43' 49"E
L2	152.39	S80° 57' 09"E
L3	277.05	S9° 07' 12"W

LEGEND	
●	1/2" IRON ROD FOUND
▲	1" IRON ROD FOUND
⊗	3/8" IRON ROD FOUND
○	CAPPED 1/2" IRON ROD SET
△	CALCULATED POINT
⊗	FENCE CORNER
⊙	R.O.W POST FOUND
XXXX	MEASURED
(XXXX)	DEED CALL, (DOC.#3326711, O.R.H.C.)
[XXXX]	PLAT CALL, (DOC.#1784691, M.R.H.C.)
{XXXX}	DEED CALL, (DOC.#494172, M.R.H.C.)
((XXXX))	DEED CALL, (DOC.#3661008, M.R.H.C.)
[[XXXX]]	DEED CALL, (DOC.#3661008, M.R.H.C.)

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: JANUARY,2026
PROJECT: SUB 25.069
PAGE: 1 OF 1

1/27/2026
IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

STATE OF TEXAS REGISTERED IVAN GARCIA 6496 PROFESSIONAL LAND SURVEYOR

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 0.98 ACRES OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 4807 W. STATE HIGHWAY 107, 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, Multifamily (RM) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 0.98 Acres out of Lot 5, Section 277, Texas-Mexican Railway Company's Survey, Located at 4807 W. State Highway 107 from Residential, Multifamily (RM) 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 February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

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

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.I.
Rezoning Request- Rioplex Engineering LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 10.11 Acre Tract of Land, More or Less, Comprised of the Following Two Tracts of Land: Tract 1: The Northeast Quarter of Lot 8, Section 243, out of the Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas. Save and Except: that Portion out of Lot 8, Out of 90.16 Acres Out of Lot 1, 2, and 8, Section 243, Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, Awarded To Hidalgo County Water Control & Improvement District Number 1. Tract 2: That Southeasterly Portion of Lot 8, Section 243, Texas-Mexican Railway Company's Subdivision Of Lands, Hidalgo County, Texas, According to the Map Or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas, Located at 2399 E. Rogers Road, as Requested by Rioplex Engineering LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located at the northwest corner of E. Rogers Road and N. M Road. The property is currently zoned Agriculture and Open Space (AO) District. This district is typically rural in character with few buildings and cultivation that allows long views to the horizon. The requested zoning is Residential, Primary (RP) District. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. This property has a total frontage of approximately 620.85 feet along E. Rogers Road and a lot depth of 890.47 feet along N. M Road for a total area of 10.11 acres. Currently, the property has single-family residential homes. The applicant is wanting to construct a single-family residential development that consists of 51 lots.

Adjacent zoning is Residential, Suburban (RS) District to the south and the west, Agriculture and Open Space (AO) District to the north, and Residential, Urban and Townhome (RU) District to the east. Surrounding land uses consist of single-family residential uses. The Future Land Use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 16 neighboring property owners on Friday, January 9, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on March 18, 2026.

On January 14, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

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

3. Staff's Recommendation:

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/13/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Eduardo Alfaro

AGENT: Rioplex Engineering LLC

LEGAL: Being a 10.11 Acre Tract of Land, More or Less, Comprised of the Following Two Tracts of Land: Tract 1: the Northeast Quarter of Lot 8, Section 243, out of the Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas. Save and Except: that Portion out of Lot 8, Out of 90.16 Acres Out of Lot 1, 2, and 8, Section 243, Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, Awarded To Hidalgo County Water Control & Improvement District Number 1. Tract 2: That Southeasterly Portion of Lot 8, Section 243, Texas-Mexican Railway Company's Subdivision Of Lands, Hidalgo County, Texas, According To The Map Or Plat Thereof Recorded In Volume 2, Page 29, Map Records Of Hidalgo County, Texas

LOCATION: Located at 2399 E. Rogers Road

LOT/TRACT SIZE: 10.11 acres

CURRENT USE: Single-family residential homes.

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO) District
South – Residential, Suburban (RS) District
East – Residential, Urban and Townhome (RU) District
West – Residential, Suburban (RS) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water Supply Coop Water and City of Edinburg Sewer CCN Service Area

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

REZONING REQUEST
RIOPLEX ENGINEERING LLC

EVALUATION

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

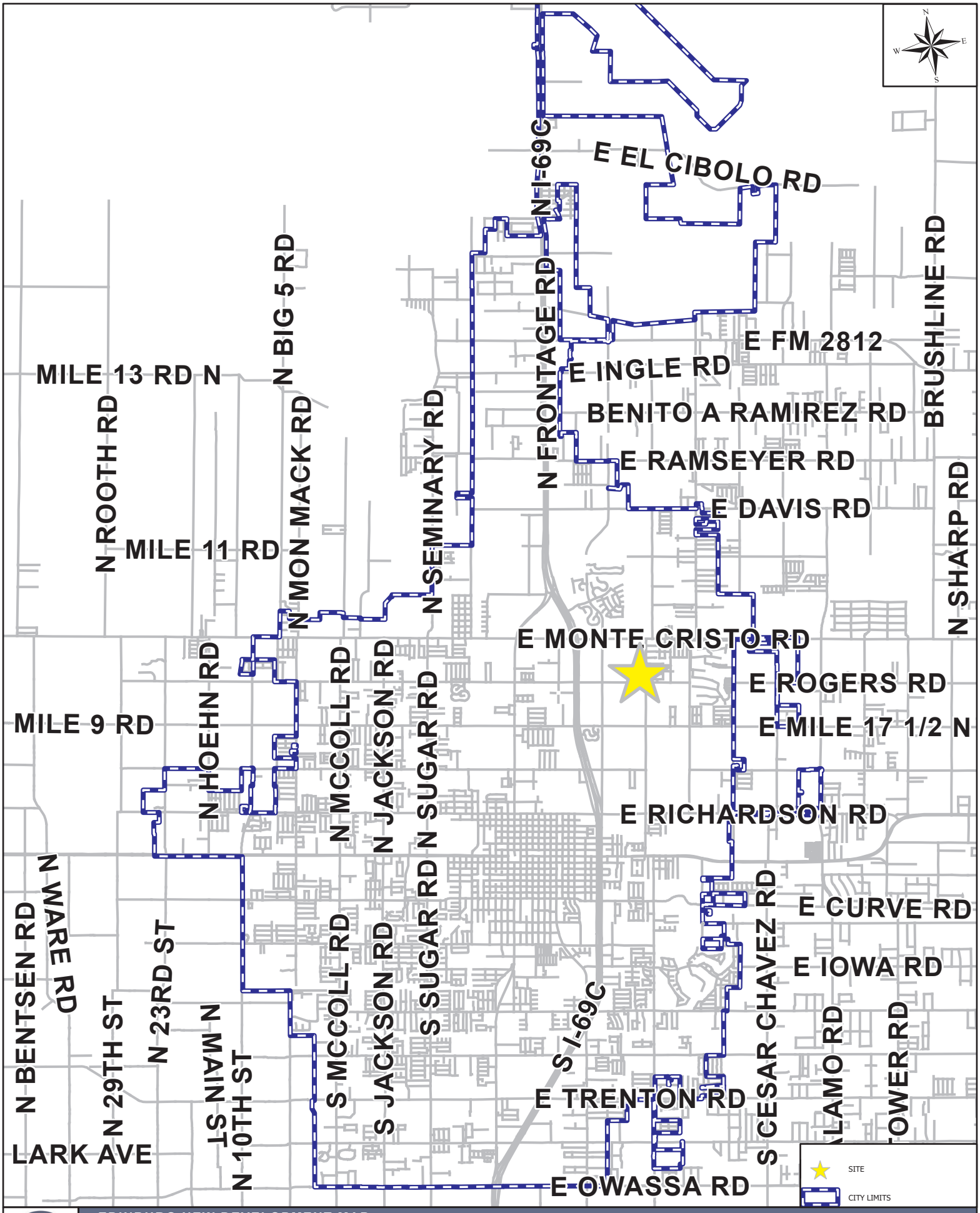
1. There is currently single-family residential homes on said property.

2. Surrounding land consists of single-family residential uses.

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

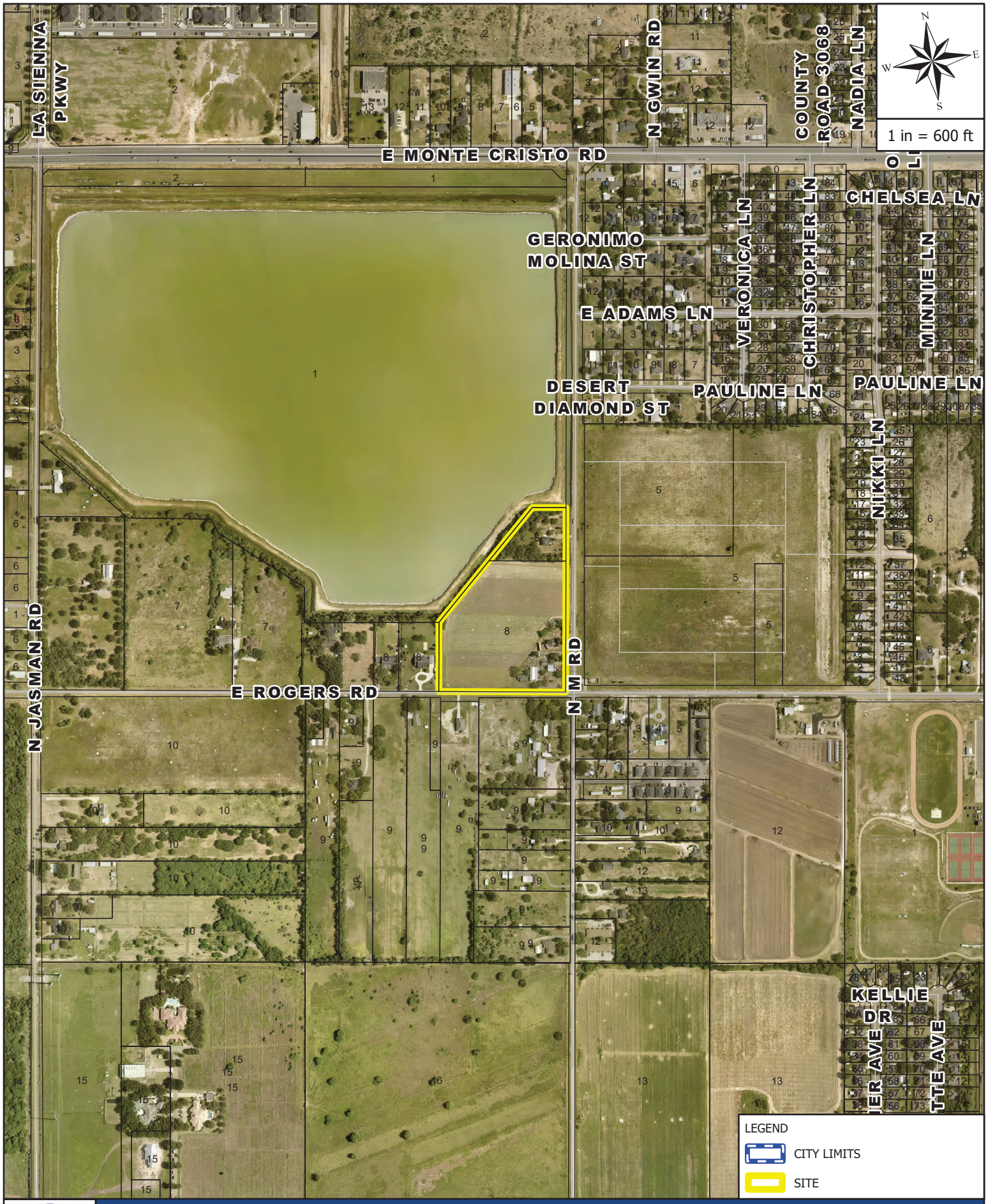
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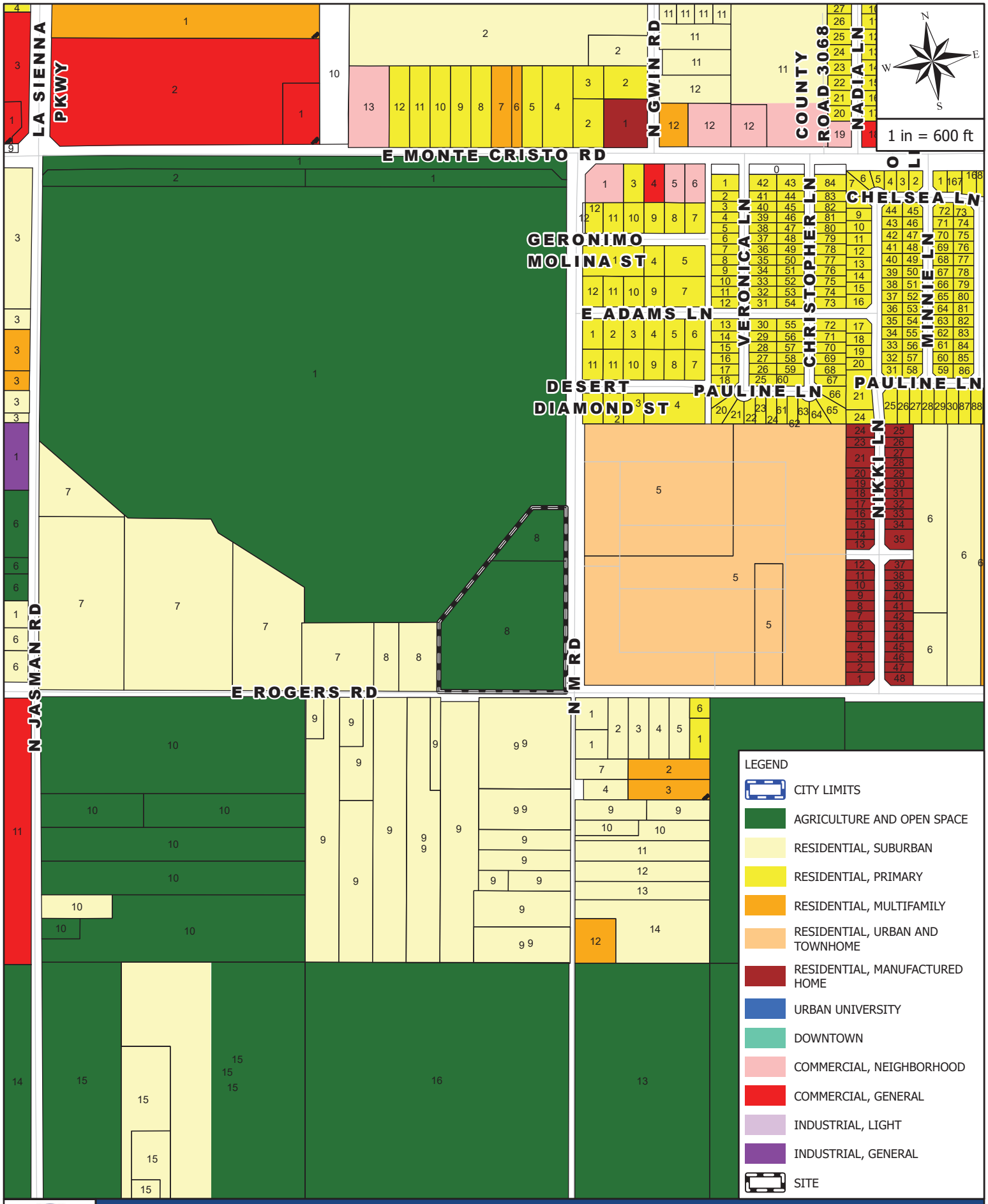
EDINBURG NEW DEVELOPMENT MAP

2399 E ROGERS RD



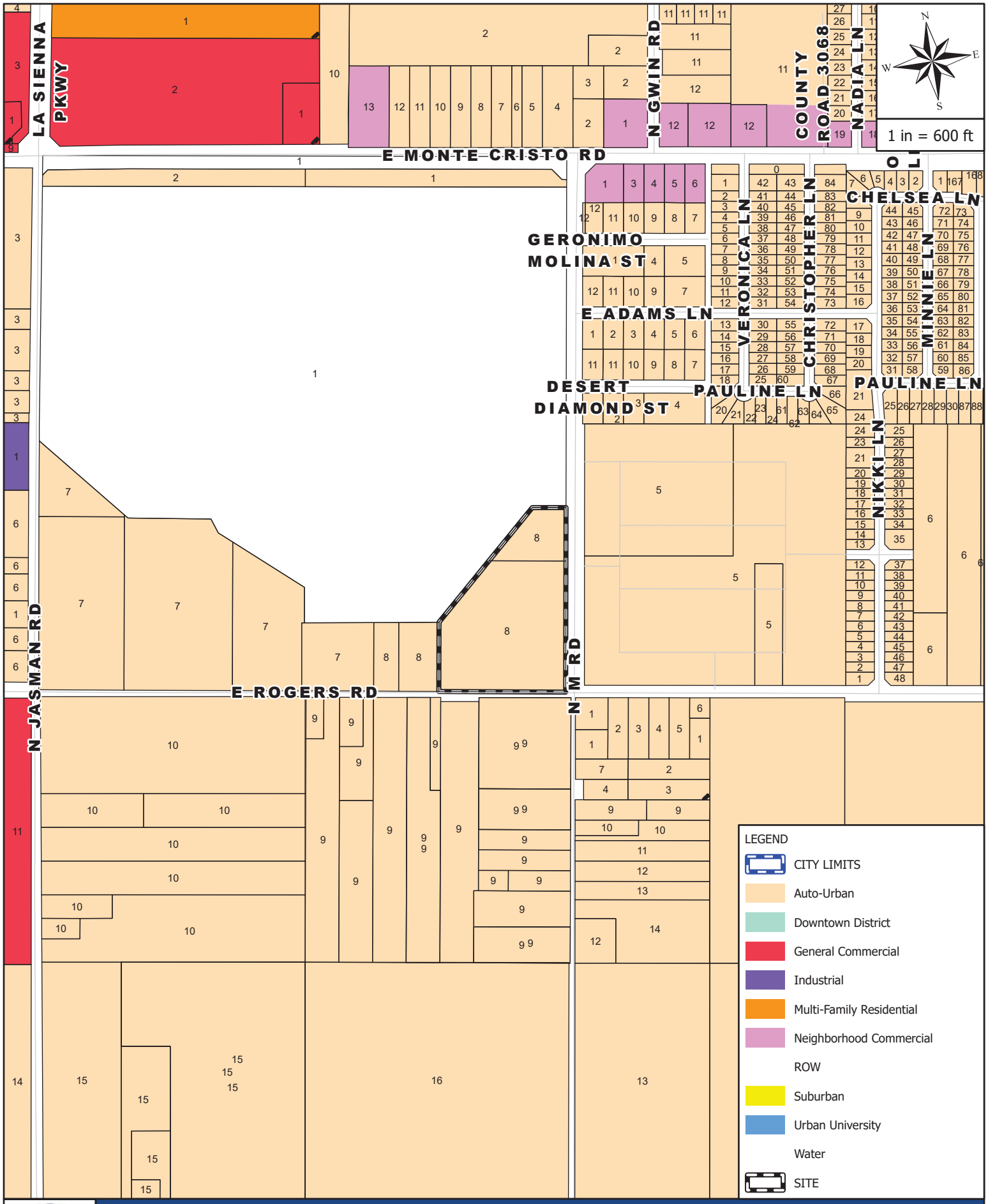
AERIAL MAP

2399 E ROGERS RD



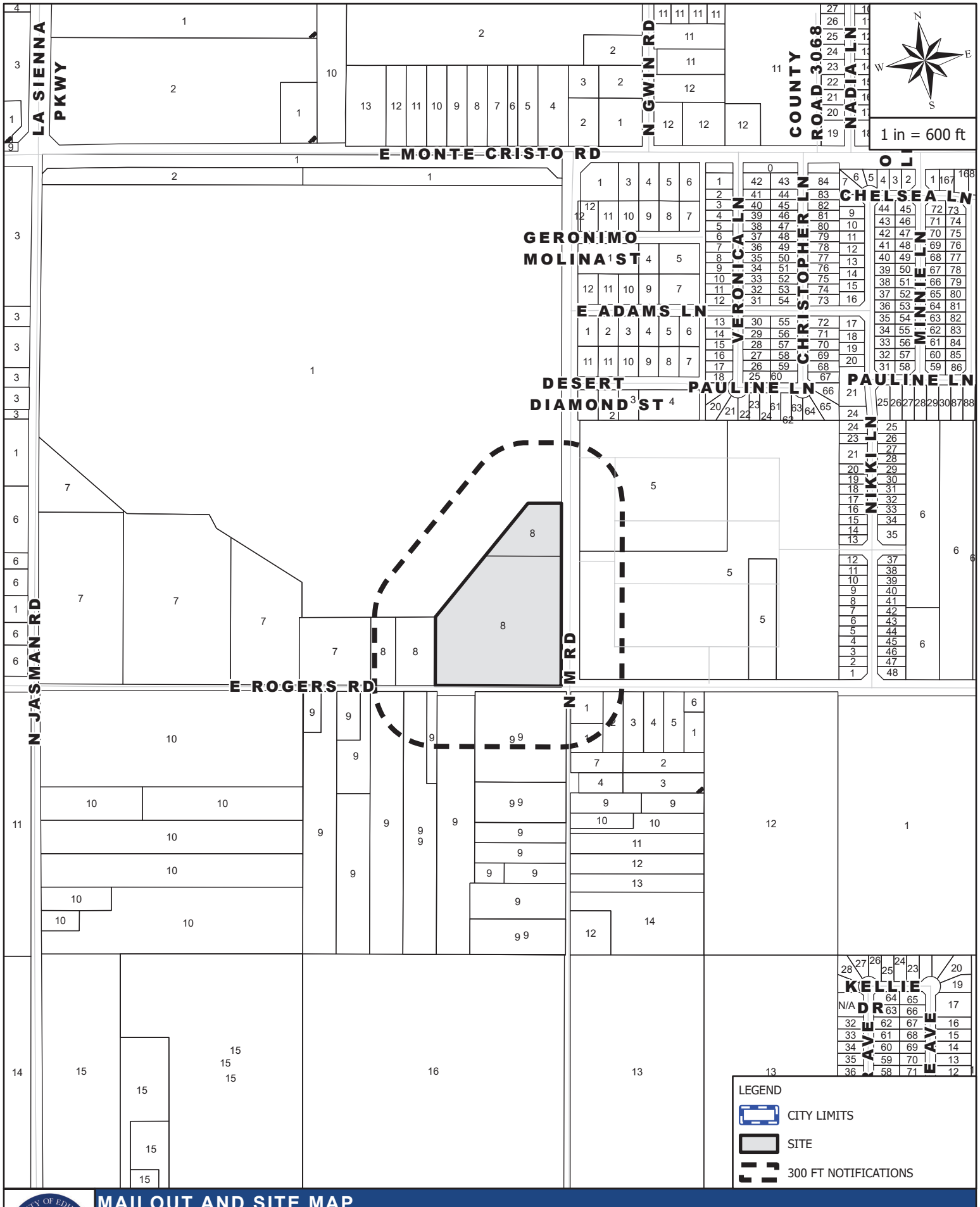
ZONING MAP

2399 E ROGERS RD



FUTURE LANDUSE MAP

2399 E ROGERS RD



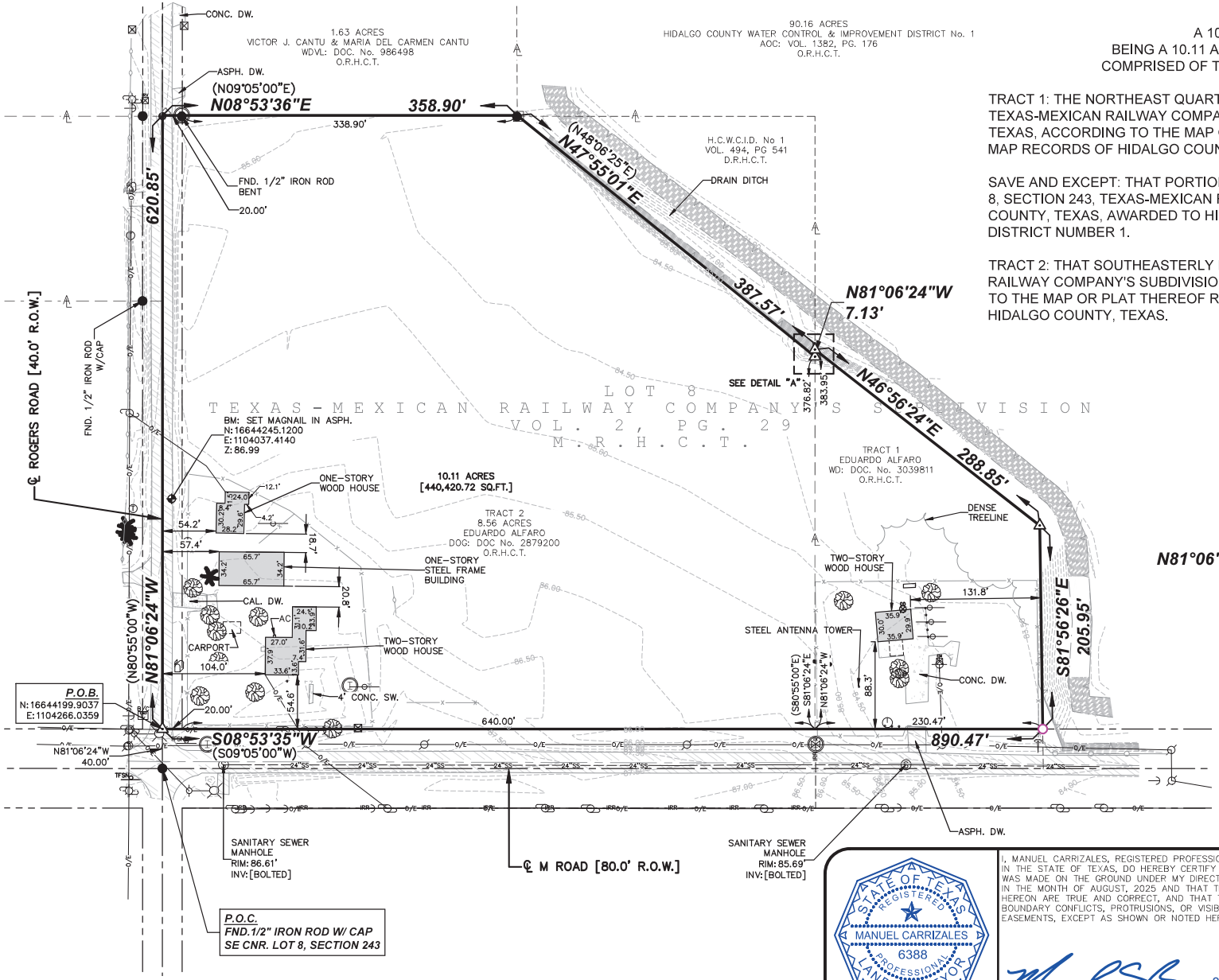
MAILOUT AND SITE MAP

2399 E ROGERS RD

Rezoning Request Site Photo

Rioplex Engineering, LLC.
2399 E. Rogers Rd





PLAT SHOWING:

A 10.11 ACRE TRACT OF LAND
BEING A 10.11 ACRE TRACT OF LAND, MORE OR LESS,
COMPRISED OF THE FOLLOWING TWO TRACTS OF LAND:

TRACT 1: THE NORTHEAST QUARTER OF LOT 8, SECTION NUMBER 243, OUT OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

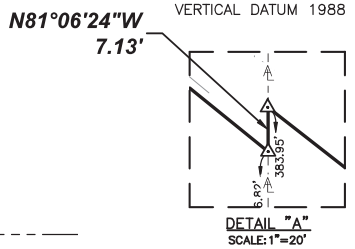
SAVE AND EXCEPT: THAT PORTION OUT OF LOT 8, OF 90.16 ACRES OUT OF LOTS 1, 2 AND 8, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, AWARDED TO HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 1.

TRACT 2: THAT SOUTHEASTERLY PORTION OF LOT 8, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GRAPHIC SCALE IN FEET: 1"=100'

100' 50' 0 100'

BASIS OF BEARINGS:
TEXAS STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE 4205
VERTICAL DATUM:
NORTH AMERICAN
VERTICAL DATUM 1988



NOTES:

1. SEE SHEET 01 OF 04 FOR ALL NOTES
2. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. K25016

SHEET 02 OF 02

STATE OF TEXAS
REGISTERED
MANUEL CARRIZALES
6388
PROFESSIONAL
LAND SURVEYOR

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF AUGUST, 2025 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT, AND THAT THERE ARE NO BOUNDARY CONFLICTS, PROTRUSIONS, OR VISIBLE OR APPARENT EASEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

8/15/2025

MANUEL CARRIZALES
R.P.L.S. #6388

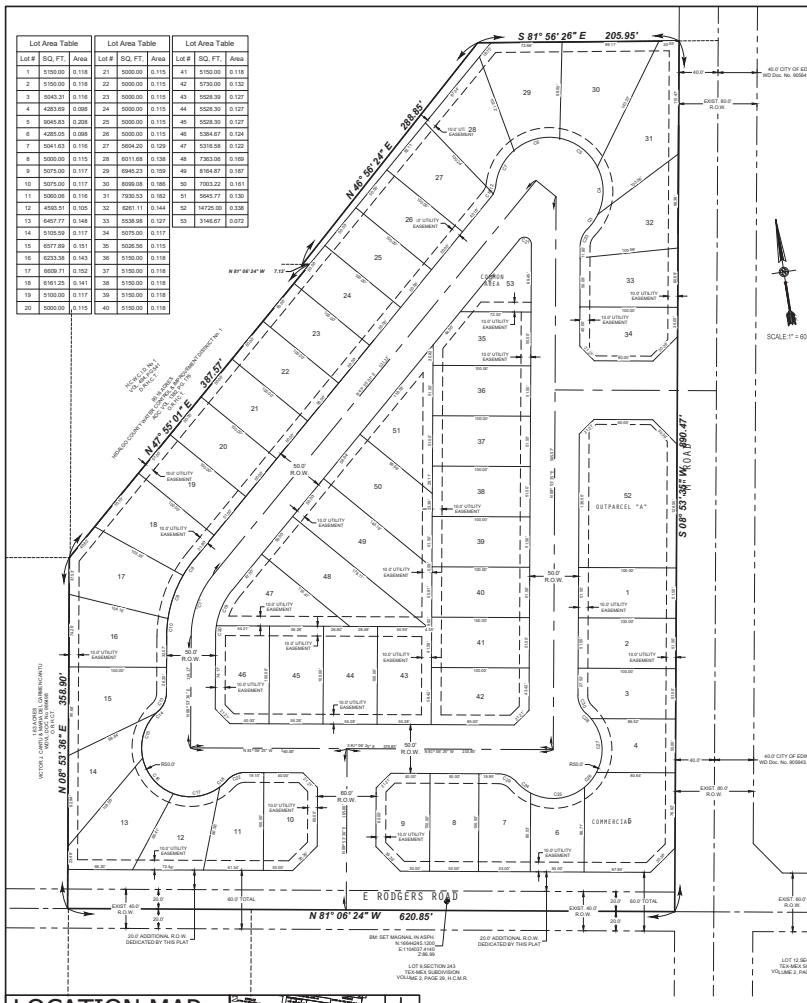
DATE

Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPELS FIRM No:10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
www.cls.land

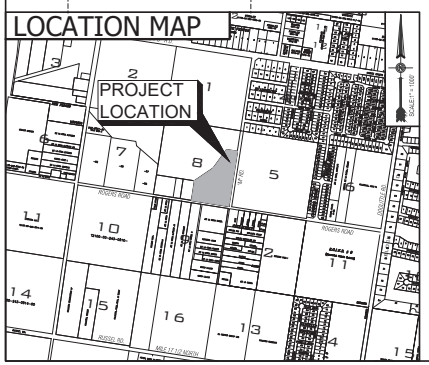
SUBDIVISION MAP OF
KALADIN ESTATES SUBDIVISION

BEING A SUBDIVISION OF A 10.11 ACRE TRACT OF LAND,
OUT OF LOT 8, SECTION NUMBER 243 TEXAS-MEXICAN RAILWAY COMPANY'S
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED
IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	5150.00	0.118	21	5000.00	0.115	41	5150.00	0.118
2	5150.00	0.118	22	5000.00	0.115	42	5730.00	0.132
3	5043.31	0.116	23	5000.00	0.115	43	5528.39	0.127
4	4283.69	0.098	24	5000.00	0.115	44	5528.30	0.127
5	5045.83	0.209	25	5000.00	0.115	45	5528.30	0.127
6	4285.05	0.098	26	5000.00	0.115	46	5384.67	0.124
7	5041.63	0.116	27	5604.20	0.129	47	5316.58	0.122
8	5000.00	0.115	28	6011.68	0.138	48	7363.06	0.169
9	5075.00	0.117	29	6945.23	0.159	49	8164.87	0.187
10	5075.00	0.117	30	8099.08	0.186	50	7003.22	0.161
11	5060.06	0.116	31	7330.53	0.182	51	5645.77	0.130
12	4593.51	0.105	32	6261.11	0.144	52	14725.00	0.338
13	6457.77	0.148	33	5538.98	0.127	53	3146.67	0.072
14	5105.59	0.117	34	5075.00	0.117			
15	6577.89	0.151	35	5026.56	0.115			
16	6233.38	0.143	36	5150.00	0.118			
17	6609.71	0.152	37	5150.00	0.118			
18	6161.25	0.141	38	5150.00	0.118			
19	5100.00	0.117	39	5150.00	0.118			
20	5000.00	0.115	40	5150.00	0.118			



LOCATION MAP



Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C1"	68.11'	100.00'	039° 01' 20"	S20° 24' 19"W	66.80'	35.44

Lot Line Table		
Line #	Length	Direction

METES AND BOUNDS DESCRIPTION:

A 10.11 ACRE TRACT, MORE OR LESS, COMPRISED OF THE FOLLOWING TWO TRACTS OF LAND:

TRACT 1: THE NORTHEAST QUARTER OF LOT 8, SECTION NUMBER 243, OUT OF THE TEXAS– MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALCO COUNTY, TEXAS, ACCORDINC TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALCO COUNTY, TEXAS.

SAVE AND EXCEPT: THAT PORTION OUT OF LOT 8, OF 90.16 ACRES OU T OF LOTS 1, 2 AND 8, SECTION 243, TEXAS– MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, AWARDED TO HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 1.

TRACT 2: THAT SOUTHEASTERLY PORTION OF LOT 8, SECTION 243, TEXAS– MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALCO COUNTY, TEXAS, ACCORDIN G TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PACE 29, MAP RECORDS OF HIDALCO COUNTY, TEXAS.

SAID 10.11 ACRE TRACT BEINC DESCRIBED AND CONVEYED TO EDU ARDO ALFARO BY VIRTUE OF WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3039811, DEED RECORDS OF HIDALCO COUNTY, TEXAS AND AS DESCRIBED AND CONVEYED TO EDUARDO ALFARO BY VIRTUE OF DEED OF CIFT RECORDED IN DOCUMENT NUMBER 2879200, DEED RECORDS OF HIDALCO COUNTY, TEXAS, SAID 10.11 ACRE TRACT BEIN G MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 8, SECTION 243, THENCE NORTH 81 DEGREES 06 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 40.00 FEET TO A CALCULATED POINT N: 16644199.9037,
E: 1104266.0359) AT THE SOUTHEAST CORNER OF SAID TRACT 2 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BECINNIN G;

THENCE NORTH 81 DEGREES 06 MINUTES 24 SECONDS WEST (RECORD NORTH 80 DEGREES 55 MINUTES 00 SECONDS WEST) ALONC THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 620.85 FEET TO A MAC– NAIL FOUND AT THE SOUTHWEST CORNER OF SAID TRACT 2 FOR THE SOUTHWEST CORNER OF SAID TRACT OF LAND;

THENCE NORTH 08 DECREES 53 MINU TES 36 SECONDS EAST (RECORD NORTH 09 DECREES 05 MINUTES 00 SECONDS EAST) OVER AND ACROSS SAID LOT 8 AND THE WEST LINE OF SAID TRACT 2 ALONG THE EAST LINE OF THE WILLIAMS E. ROVER S' TRACT DESCRIBED IN VOLUME 572, PM 27 DEED RECORD OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 20.00 FEET PASS A BENT 1/2" IRON ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF ROGERS ROAD CON TINUIN G TO A TOTAL DISTANCE OF 358.90 FEET TO A 1/2" IRON ROD FOUND AT THE MOST SOUTHERLY NORTHWEST CORNER OF SAID TRACT 2 FOR THE MOST SOUTHERLY NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 47 DECREES 55 MINU TES 01 SECONDS EAST (RECORD NORTH 48 DECREES 06 MINUTES 25 SECONDS EAST) OVER AND ACROSS SAID LOT 8 AND THE NOR TH WEST LINE OF SAID TRACT 2, ALONC THE SOU THEAST RICHT OF WAY OF AN EXISTINC DRAIN DITCH TRACT
DESCRIBED IN VOLUME 494, PACE 541, DEED RECORDS OF HIDALCO COUNTY, TEXAS, A DISTANCE OF 387.57 FEET TO A CALCULATED POINT AT THE MOST NOR THERLY NOR THWEST CORNER OF SAID TRACT 2 FOR AN IN TERIOR CORNER OF THIS TRACT OF LAND;
THENCE NORTH 81 DEGREES 06 MINUTES 24 SECONDS WEST OVER AND ACROSS SAID LOT 8, A DISTANCE OF 7.13 FEET TO A TO A CALCULATED POINT AT AN E X TERIOR CORNER OF THIS TRACT OF LAND;
THENCE NORTH 46 DECREES 56 MINUTES 24 SECONDS EAST OVER AND ACROSS SAID LOT 8, A DISTANCE OF 288.85 FEET TO A CALCULATED POINT AT THE MOST NOR THERLY NOR TH WEST CORNER OF THIS TRACT OF LAND;
THENCE SOUTH 81 DEGREES 56 MINUTES 26 SECONDS EAST OVER AND ACROSS SAID LOT 8, A DISTANCE OF 205. 95 FEET TO A 1/2" IRON ROD WITH A PINK CAP STAMPED 'E.:.L.S. RPLS §6388" SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOU TH 08 DEGREES 53 MINUTES 35 SECONDS WEST (RECORD SOU TH 09 DEGREES 05 MINUTES 00 SECONDS WEST) ALONC THE WEST RICHT OF WAY LINE OF M ROAD AND THE EAST LINE OF SAID TRACT 2, AT A DISTANCE OF 230. 47 FEET PASS THE NORTHEAST CORNER OF SAID
TRACT 2, AT A DISTANCE OF 870. 47 FEET PASS THE NORTH RICHT OF WAY LINE OF SAID ROGERS ROAD, CON TINUINC TO A TOTAL DISTANCE OF
890. 47 FEET TO THE POINT OF BECINNINC, CONTAININC I 0.11 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES :

1. THIS SUBDIVISION IS IN FLOOD ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB MEASURED FROM THE CENTER OF THE LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF MERCEDES ZONING ORDINANCE:
   CULD-DE-SAC: 25.0 FEET
   FRONT: 25.0 FEET
   SIDE: 6.0 FEET
   CORNER SIDE: 10.0 FEET
   REAR: 10.0 FEET
4. BENCHMARK: SET MAD NAIL AT EDGE OF PAVEMENT (F.M. 495) BASELINE ROAD. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N=16592586.3200, E=1177570.2200, ELEV.=63.33.
5. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 54.109 C.F. - 1.242 AC.-FT. TO BE PROVIDED WITHIN DESIGNATED DETENTION AREA .
6. NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.
7. SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY PRIOR TO ISSUANCE OF BUILDING PERMIT.
8. 4-FT. SIDEWALK ALONG INTERIOR STREET TO BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.
9. 5-FT. SIDEWALK REQUIRED ALONG PERIMETER OF SUBDIVISION DURING SUBDIVISION CONSTRUCTION STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.
10. ALL LOT CORNERS ARE SET ½ INCH IRON RODS, UNLESS OTHERWISE NOTED.
11. TxDOT PERMIT REQUIRED FOR ACCESS ALONG TxDOT RIGHT-OF-WAYS.
12. NO ACCESS TO FM 491 FOR LOTS 2-19
13. NO ACCESS TO MILE 9 NORTH FOR LOTS 162-178
14. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
15. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
16. 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
17. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
18. AS PER DECLARATION OF HOA/DEVELOPER COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR THE KALADIN ESTATES SUBDIVISION RECORDED UNDER DOCUMENT NUMBER ----------------, HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNERS ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF MERCEDES SHALL BE RESPONSIBLE OF INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCE OF THE CITY OF MERCEDES, INCLUDING BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS. ANY AMENDMENT TO DECLARATION THAT CONFLICT WITH THE REQUIREMENTS OS SECTION 134-138 SHALL BE NULL & VOID.
19. ALL EASEMENTS ARE TO BE DEDICATED BY PLAT, UNLESS STATED OTHERWISE.
20. PARK LAND DEDICATION FEES OWED AT BUILDING PERMIT STAGE.
21. LOT 1 WILL BE USED AS A COMMERCIAL LOT AND LOTS 2-209 WILL BE USED AS SINGLE RESIDENTIAL LOTS.

RIGHT OF WAY EASEMENT

KNOWN 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, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER 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 HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED 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 HEREBY 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 THE ROAD 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 STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE 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 HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED EDUARDO DE LEON , KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, 20 __.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE TWENTY (20) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   B. REAR YARD SETBACK LINE SHALL BE TWENTY (20) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   C. SIDE YARD SETBACK LINE SHALL BE SIX (6) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   D. CUL-DE-SAC FRONT AND REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
2. FLOOD ZONE "X" SHADED & ZONE "AH". FLOOD ZONE "X" SHADED IS 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".
   FLOOD ZONE "AH" IS DEFIND AS AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE(1) AND THREE(3) FEET; BASE FLOOD ELEVATION HAS BEEN DETERMINED TO BE 86, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
   COMMUNITY-PANEL NUMBER: 480338 0020 E MAP REVISED: JUNE 6 2000. REVISED TO REFLECT LOMR DATED MAY 14, 2001.

LOTS 1-6, 68 AND 69 HAVE A NEW FLOOD ZONE DESIGNATION AS PER LETTER OF MAP REVISION BASED ON FILL DATED _____ FEMA CASE No. _____

3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB OR BASE FLOOD ELEVATION WHICH EVER IS GREATER. BFE.=86.00
4. ZONING CLASSIFICATION AUTO-URBAN RESIDENTIAL.
5. THE DEVELOPER SHALL INSTALL A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS ALONG THE NORTH SIDE OF ROGERS ROAD & ALONG THE EAST SIDE OF "M" ROAD DURING CONSTRUCTION.
6. A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS THREE (3) FEET BEHIND THE BACK OF CURB IS REQUIRED AT THE BUILDING PERMIT STAGE.
7. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
8. ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
9. BENCHMARK NOTE:
   THE FOLLOWING IS IDENTIFIED ON THE FACE OF THE PLAT:
   ALUMINUM DISK SET AT THE SOUTHEAST CORNER OF LOT 38 OF THIS SUBDIVISION. NORTHING: 16644052.241, EASTING: 1105468.812, ELEV.= 85.50.
10. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
11. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
12. DRAINAGE NOTE:
    IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND THE CITY OF EDINBURG REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 272,117 C.F (6.247 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
13. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH CITY OF EDINBURG.
14. OUT PARCEL " A" SHALL BE DEDICATED TO THE CITY OF EDINBURG.
15. NO ACCESS SHALL BE PERMITTED ONTO LOTS 38 THROUGH 53 FROM ROGERS ROAD AND LOTS 1, 53 THROUGH 69 FROM "M" ROAD.

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

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

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET 1 OF 2

PRINCIPAL CONTACTS		ADDRESS	CITY & ZIP	PHONE
OWNER:	EDUARDO ALFARO	2321 EAST ROGERS ROAD	EDINBURG, TX 78542	C/O (956) 330-2433
ENGINEER:	KELLEY HELLER-VELA, P.E.	1200 AUBURN AVE, SUITE 280	McALLEN, TX 78504	(956) 330-2433
SURVEYOR:	MANNY CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TX. 78542	(956) 567-2167

RIOPLEX ENGINEERING
FIRM No. 26964
1200 Auburn Ave., Suite 280
McAllen, Tx. 78504
Office # (956) 631-8327
rioplexengineering.com

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 10.11 ACRE TRACT OF LAND, MORE OR LESS, COMPRISED OF THE FOLLOWING TWO TRACTS OF LAND: TRACT 1: THE NORTHEAST QUARTER OF LOT 8, SECTION 243, OUT OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAVE AND EXCEPT: THAT PORTION OUT OF LOT 8, OUT OF 90.16 ACRES OUT OF LOT 1, 2, AND 8, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, AWARDED TO HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 1. TRACT 2: THAT SOUTHEASTERLY PORTION OF LOT 8, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION OF LANDS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 2399 E. ROGERS ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District, and Residential, Primary (RP) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 10.11 Acre Tract of Land, More or Less, Comprised of the Following Two Tracts of Land: Tract 1: The Northeast Quarter of Lot 8, Section 243, Out of the Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, according to the Map or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas. Save and Except: That Portion Out of Lot 8, Out of 90.16 Acres Out of Lot 1, 2, and 8, Section 243, Texas-Mexican Railway

Company's Subdivision of Lands, Hidalgo County, Texas, Awarded to Hidalgo County Water Control & Improvement District Number 1. Tract 2: That Southeasterly Portion of Lot 8, Section 243, Texas-Mexican Railway Company's Subdivision of Lands, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas, Located at 2399 E. Rogers Road from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 22, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

said area from the said Agriculture and Open Space (AO) District and added to the Residential, Primary (RP) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.J.
Rezoning Request - Jose A. Gonzalez

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District, Being Lot 2, Block 47, Santa Cruz Gardens Subdivision, Unit No. 2, Hidalgo County, Texas, Located at 1000 W. Farm-To-Market 2812, as Requested by Jose A. Gonzalez. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located on the south side of W. Farm-To-Market 2812, approximately 1,200 feet west of Lake Citrus Drive. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Industrial, General (IG) District. This is the primary heavy industrial district, intended to serve uses that are visually obtrusive. or have excessive exterior operations or storage of equipment and materials. This property has a total frontage of approximately 300 feet along W. Farm-To- Market 2812 and a lot depth of 1261.70 feet to its deepest point for a total area of 7.80 acres. Currently, the property sits vacant. The applicant is requesting to utilize the property for Commercial Truck Parking.

Adjacent zoning is Agriculture & Open Space (AO) District to the north, east and south, and Commercial, General (CG) District to the west. Surrounding land uses consist of vacant land. The future land use designation for this property is for Industrial Uses.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, January 9, 2026 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On January 14, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

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

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/13/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District

APPLICANT: Jose A. Gonzalez

AGENT: Not Applicable

LEGAL: Being Lot 2, Block 47, Santa Cruz Gardens Subdivision

LOCATION: Located at 1000 W. Farm-To-Market 2812

LOT/TRACT SIZE: 7.80 acres

CURRENT USE: Vacant

PROPOSED USE: Industrial, General (IG) District

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Agriculture & Open Space (AO) District
South – Agriculture & Open Space (AO) District
East – Agriculture & Open Space (AO) District
West – Commercial, General (CG) District

LAND USE PLAN: Industrial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer CCN Service Area

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District

REZONING REQUEST
JOSE A. GONZALEZ

EVALUATION

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

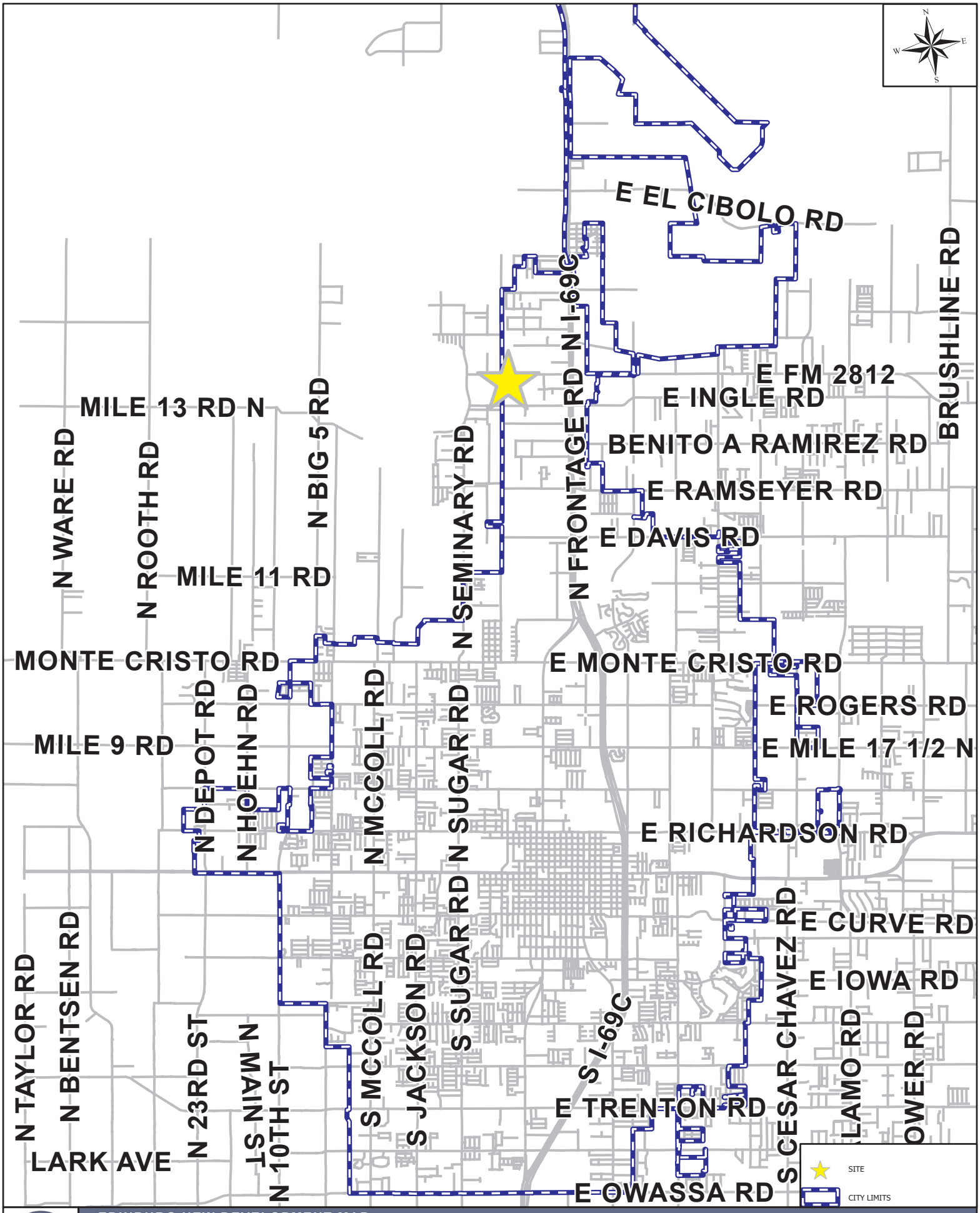
1. The land is currently located at the end of 1000 W. Farm-To-Market 2812 and is vacant.

2. Surrounding land consists of vacant land.

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

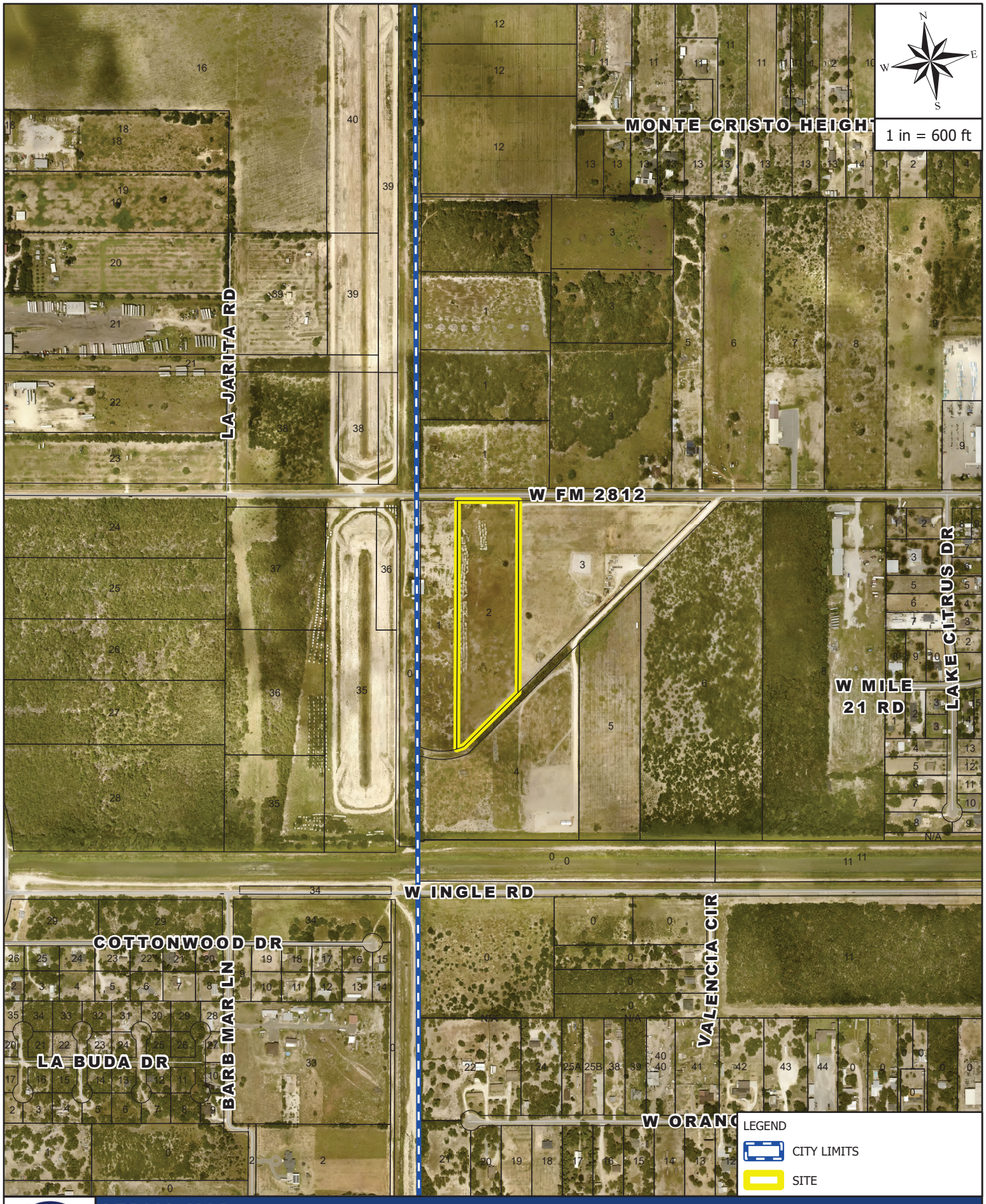
Staff recommends approval of the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations,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

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, January 9, 2026 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.



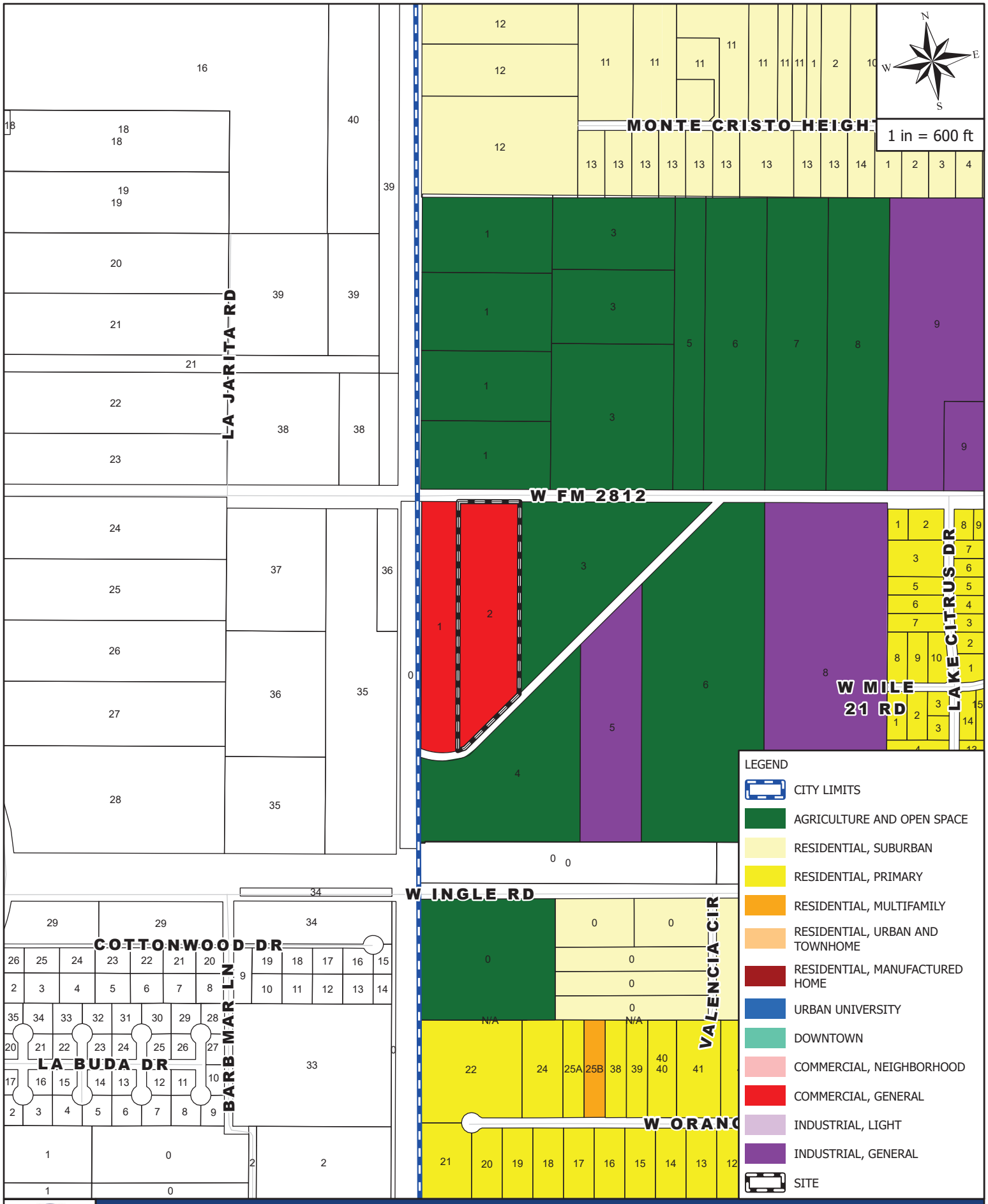
EDINBURG NEW DEVELOPMENT MAP

1000 W FM 2812



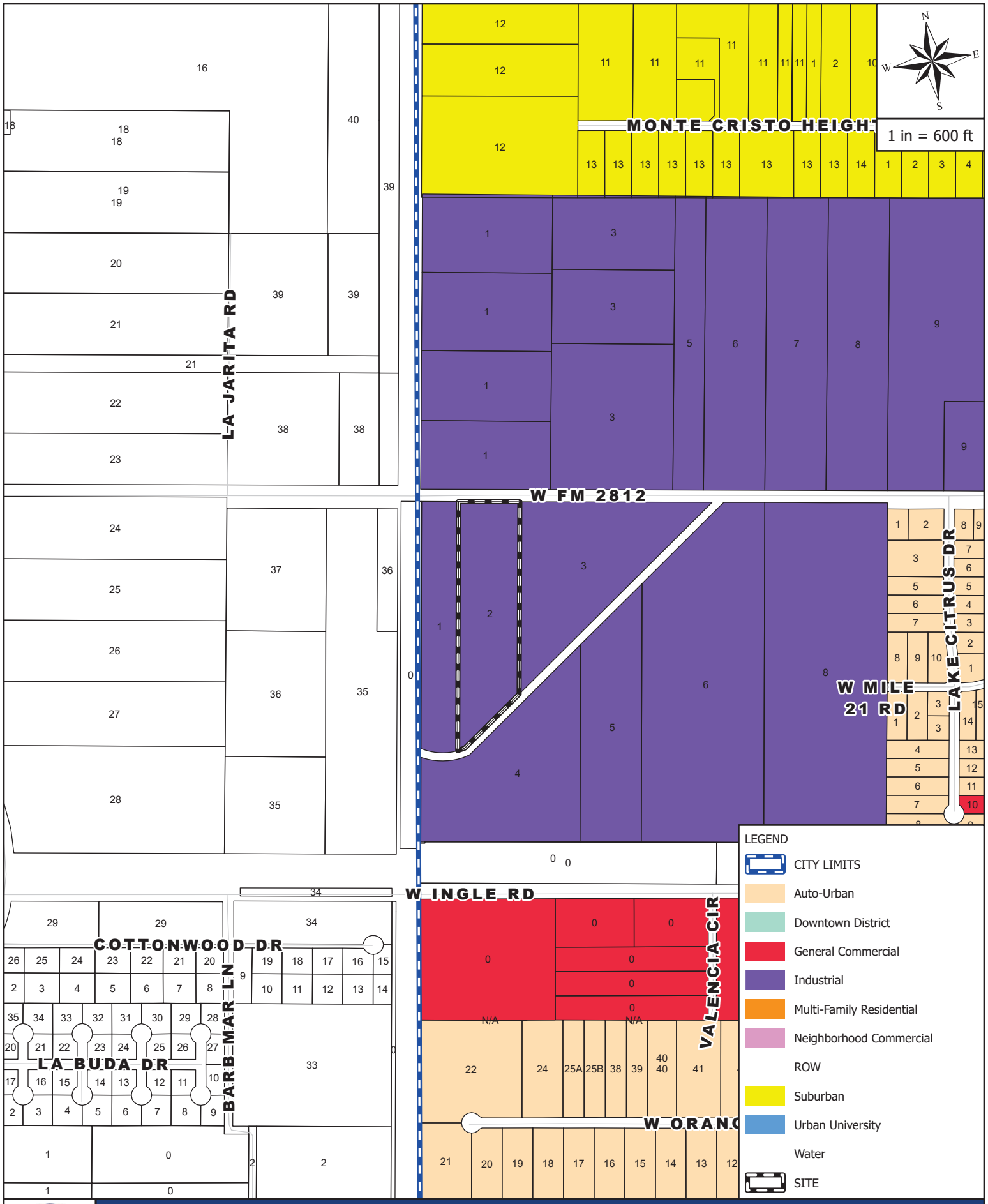
AERIAL MAP

1000 W FM 2812



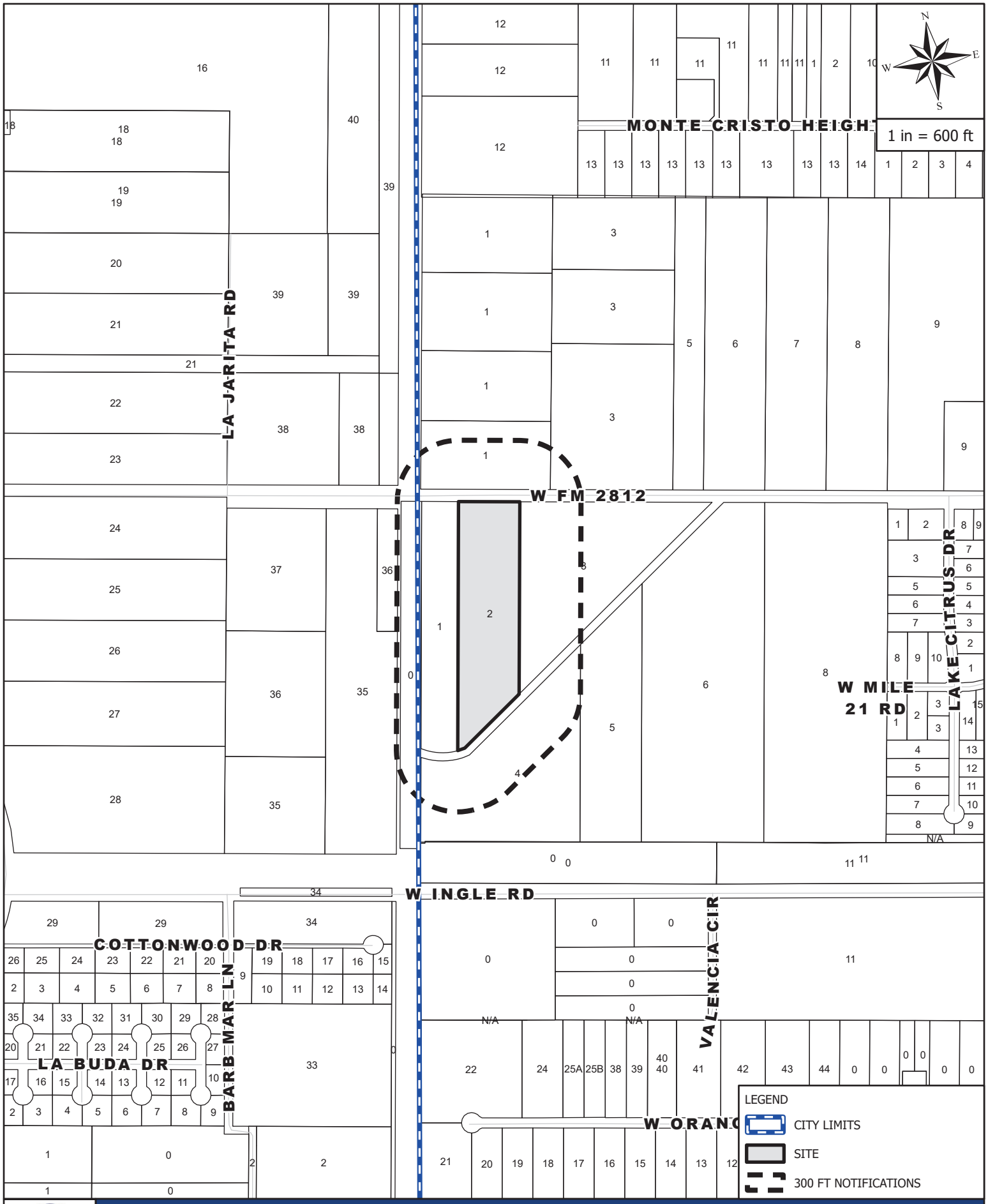
ZONING MAP

1000 W FM 2812



FUTURE LANDUSE MAP

1000 W FM 2812



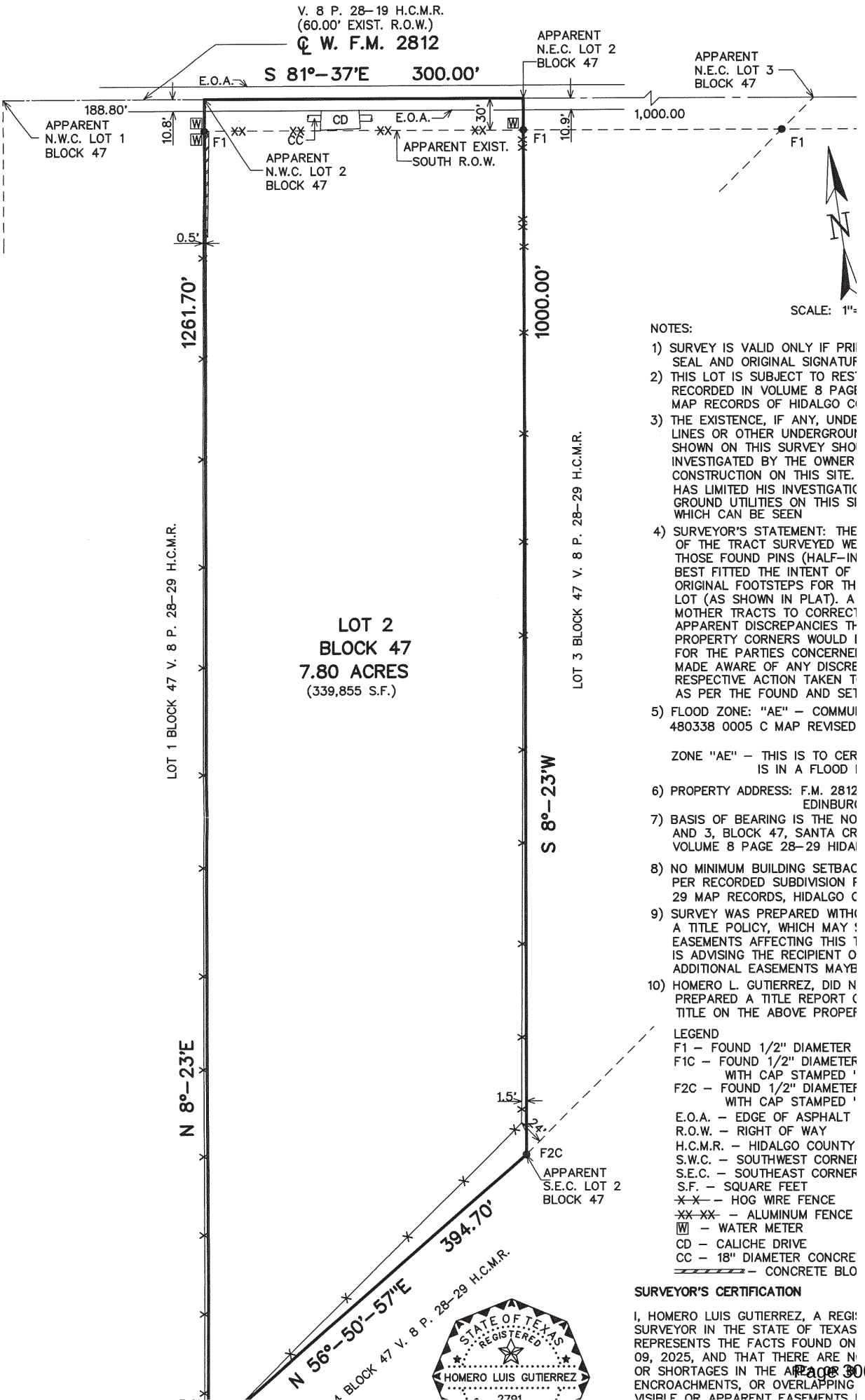
MAILOUT AND SITE MAP

1000 W FM 2812

Rezoning Request Site Photo

Jose A. Gonzalez
1000 W. FM 2812





NOTES:

1) SURVEY IS VALID ONLY IF PRI
SEAL AND ORIGINAL SIGNATUR
2) THIS LOT IS SUBJECT TO RES
RECORDED IN VOLUME 8 PAG
MAP RECORDS OF HIDALGO C
3) THE EXISTENCE, IF ANY, UNDE
LINES OR OTHER UNDERGROU
SHOWN ON THIS SURVEY SHO
INVESTIGATED BY THE OWNER
CONSTRUCTION ON THIS SITE.
HAS LIMITED HIS INVESTIGATIO
GROUND UTILITIES ON THIS SI
WHICH CAN BE SEEN
4) SURVEYOR'S STATEMENT: THE
OF THE TRACT SURVEYED WE
THOSE FOUND PINS (HALF–IN
BEST FITTED THE INTENT OF
ORIGINAL FOOTSTEPS FOR TH
LOT (AS SHOWN IN PLAT). A
MOTHER TRACTS TO CORRECT
APPARENT DISCREPANCIES TH
PROPERTY CORNERS WOULD
FOR THE PARTIES CONCERNE
MADE AWARE OF ANY DISCRE
RESPECTIVE ACTION TAKEN T
AS PER THE FOUND AND SET
5) FLOOD ZONE: "AE" – COMMU
480338 0005 C MAP REVISED
ZONE "AE" – THIS IS TO CER
IS IN A FLOOD
6) PROPERTY ADDRESS: F.M. 2812
EDINBUR
7) BASIS OF BEARING IS THE NO
AND 3, BLOCK 47, SANTA CR
VOLUME 8 PAGE 28–29 HIDA
8) NO MINIMUM BUILDING SETBAC
PER RECORDED SUBDIVISION
29 MAP RECORDS, HIDALGO C
9) SURVEY WAS PREPARED WITH
A TITLE POLICY, WHICH MAY
EASEMENTS AFFECTING THIS
IS ADVISING THE RECIPIENT O
ADDITIONAL EASEMENTS MAYB
10) HOMERO L. GUTIERREZ, DID N
PREPARED A TITLE REPORT
TITLE ON THE ABOVE PROPE

LEGEND
F1 – FOUND 1/2" DIAMETER
F1C – FOUND 1/2" DIAMETER WITH CAP STAMPED
F2C – FOUND 1/2" DIAMETER WITH CAP STAMPED
E.O.A. – EDGE OF ASPHALT
R.O.W. – RIGHT OF WAY
H.C.M.R. – HIDALGO COUNTY
S.W.C. – SOUTHWEST CORNE
S.E.C. – SOUTHEAST CORNER
S.F. – SQUARE FEET
X X – HOG WIRE FENCE
XX XX – ALUMINUM FENCE
W – WATER METER
CD – CALICHE DRIVE
CC – 18" DIAMETER CONCRE
– CONCRETE BLO

SURVEYOR'S CERTIFICATION

I, HOMERO LUIS GUTIERREZ, A REGI
SURVEYOR IN THE STATE OF TEXAS
REPRESENTS THE FACTS FOUND ON
09, 2025, AND THAT THERE ARE N
OR SHORTAGES IN THE AR
ENCROACHMENTS, OR OVERLAPPING
VISIBLE OR APPARENT EASEMENTS

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, BEING LOT 2, BLOCK 47, SANTA CRUZ GARDENS SUBDIVISION, UNIT NO. 2, HIDALGO COUNTY, TEXAS, LOCATED AT 1000 W. FARM-TO-MARKET 2812, 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 Industrial, General (IG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 2, Block 47, Santa Cruz Gardens Subdivision, Unit No. 2, Hidalgo County, Texas, located at 1000 W. Farm-To-Market 2812 from Commercial, General (CG) District to Industrial, General (IG) District , for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 22, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 8.K.
Rezoning Request - Jabes Properties, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, Being a 2.69 Acre Tract of Land, Being a Portion of Lot 1, Section 244, Texas- Mexican Railway Company Survey Subdivision Hidalgo County, Texas, Located at 610 E. Monte Cristo Road, as Requested by Jabes Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located on the south side of E. Monte Cristo Road approximately, 700 feet west of N. Roegiers Road. The property is currently zoned Industrial, General (IG) District. This is the primary heavy industrial district, intended to serve uses that are visually obtrusive, or have excessive exterior operations or storage of equipment and materials. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of approximately 247.99 feet along E. Monte Cristo Road and a lot depth of 473.00 feet for a total area of 2.69 acres. Currently, the property has an unoccupied building. The applicant is requesting to utilize the property for a lumber yard.

Adjacent zoning is Industrial, General (IG) District to the north and east and Commercial, General (CG) District to the west and south. Surrounding land uses consist of vacant land. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 7 neighboring property owners on Friday, January 9, 2026 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026.

On January 14, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

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

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

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

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

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/13/2026
CITY COUNCIL – 04/07/2026
DATE PREPARED – 12/22/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District

APPLICANT: Jabes Properties, LLC

AGENT: R. E. Garcia and Associates

LEGAL: Being a 2.69 Acre Tract of Land, Being a Portion of Lot 1, Section 244, Texas-Mexican Railway Company Survey Subdivision

LOCATION: Located at 610 E. Monte Cristo Road

LOT/TRACT SIZE: 2.69 acres

CURRENT USE: Vacant / Unoccupied building

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Industrial, General (IG) District

ADJACENT ZONING:
North – Industrial, General (IG) District
South – Commercial, General (CG) District
East – Industrial, General (IG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: North Alamo Water Supply Coop Water and City of Edinburg Sewer CCN Service Area

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District

REZONING REQUEST
JABES PROPERTIES, LLC

EVALUATION

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

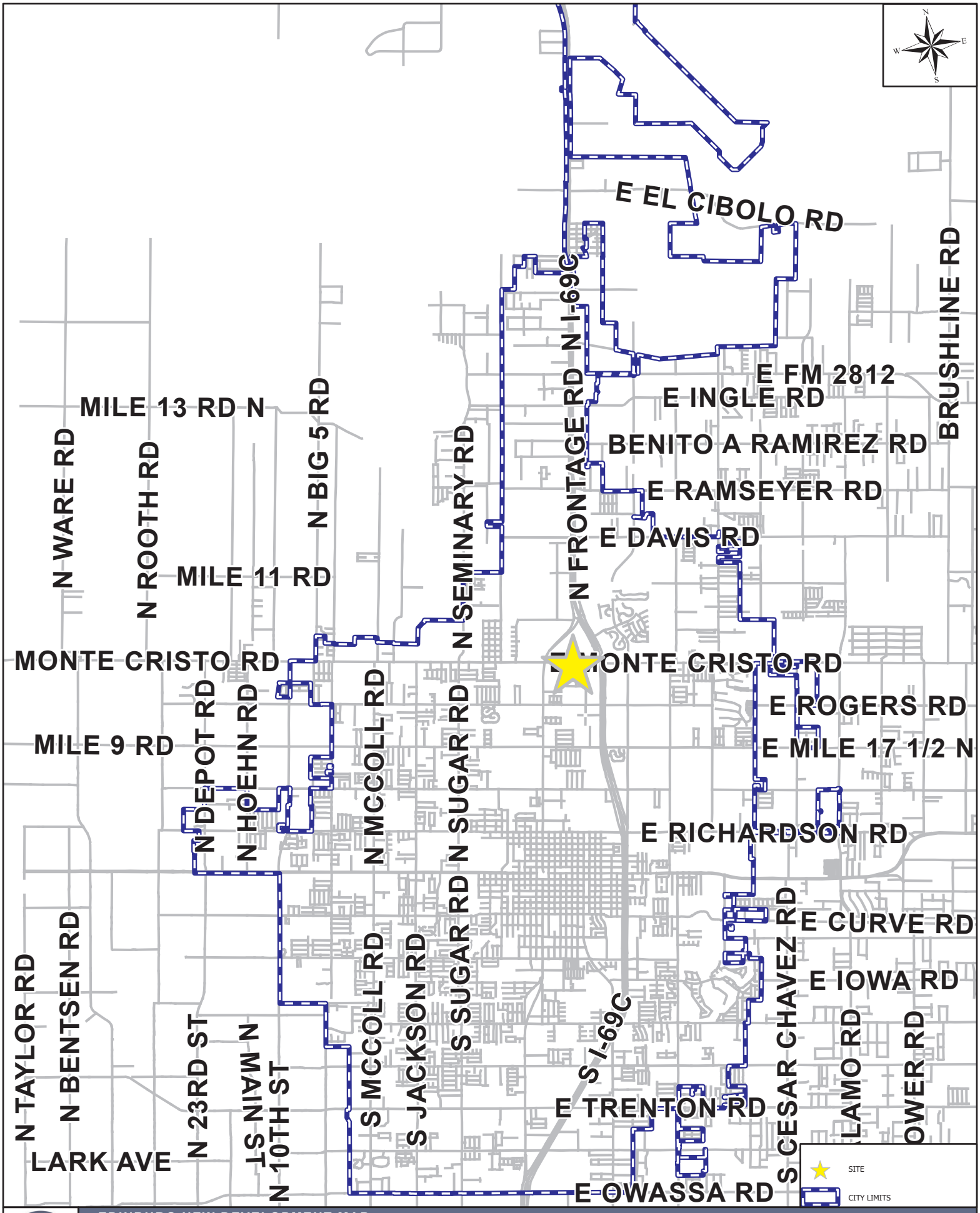
1. The land is currently located along E. Monte Cristo Road that is considered an expansion high speed principal arterial roadway and has an unoccupied building.

2. Surrounding land consists of vacant land.

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

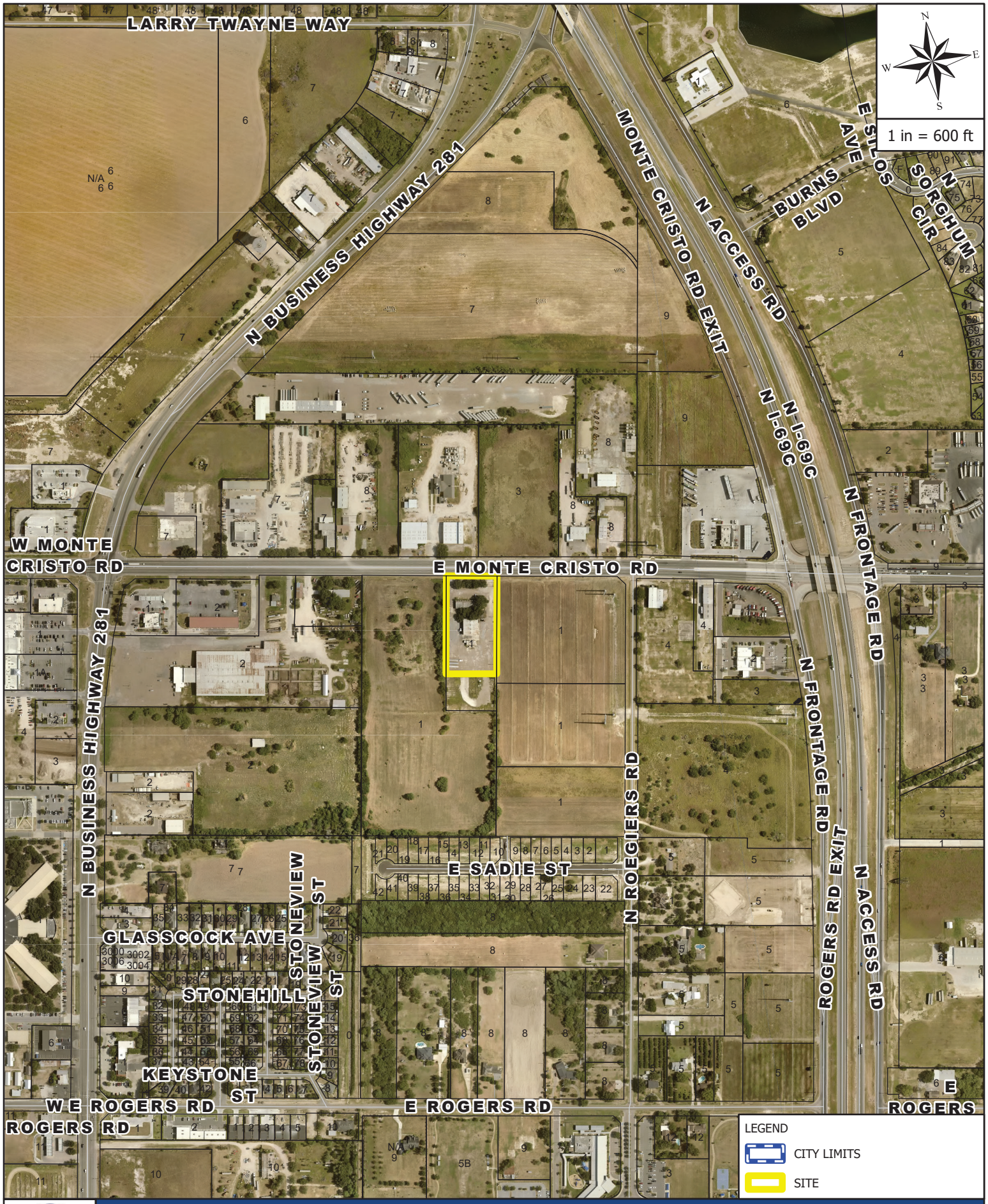
Staff recommends approval of the Industrial, General (IG) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision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

Staff mailed a notice of the public hearing to 7 neighboring property owners on Friday, January 9, 2026 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 18, 2026



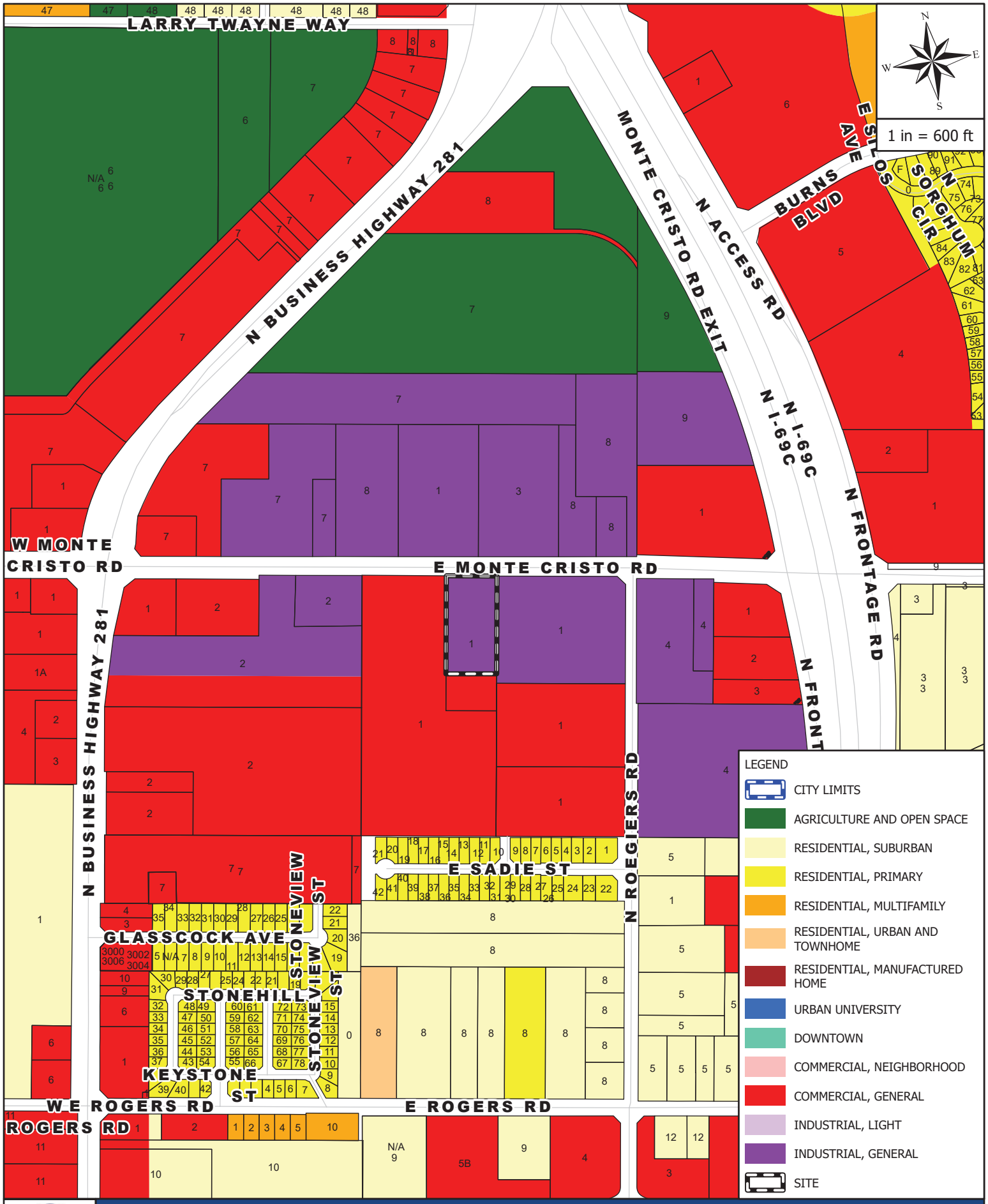
EDINBURG NEW DEVELOPMENT MAP

610 E MONTE CRISTO RD



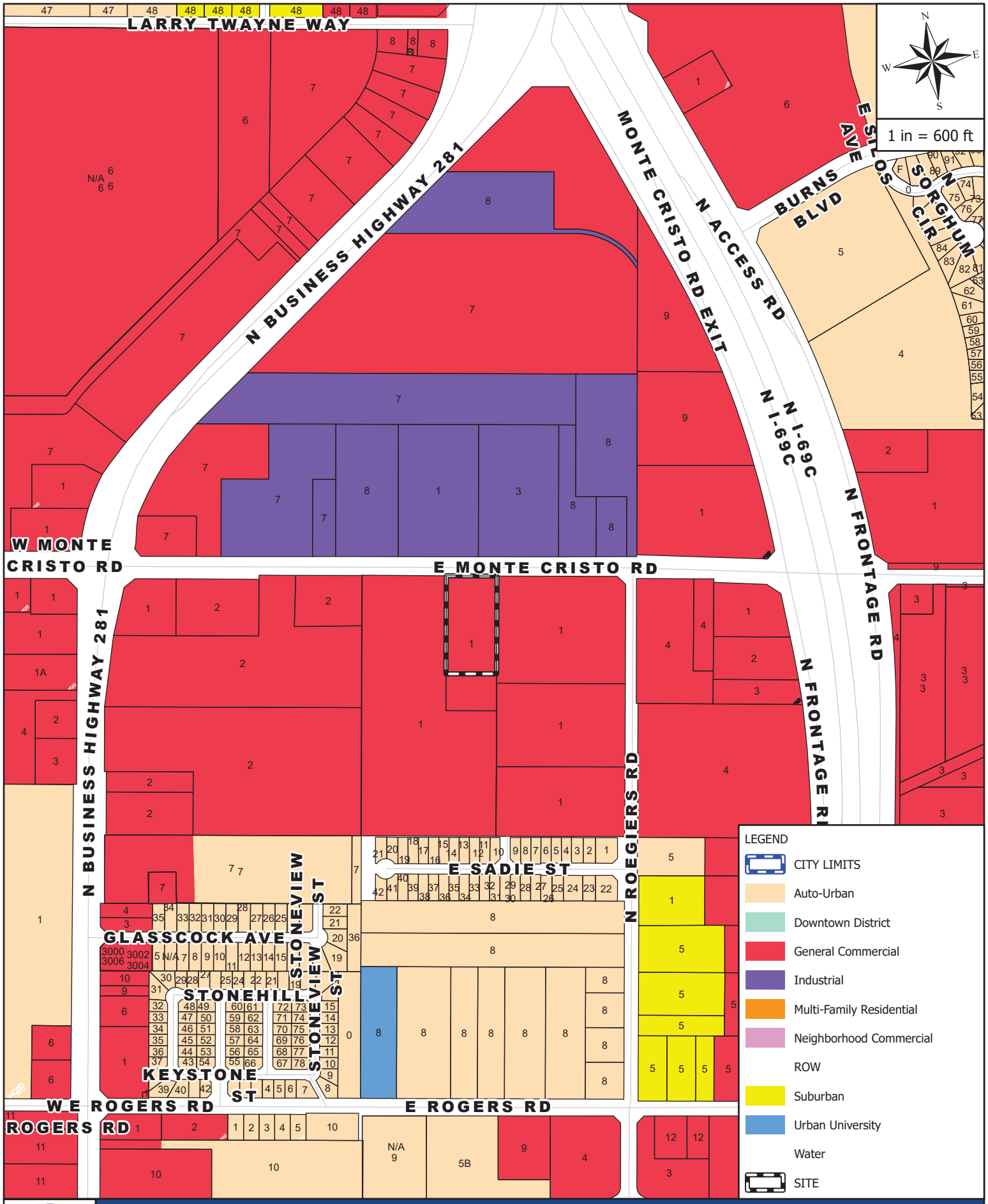
AERIAL MAP

610 E MONTE CRISTO RD



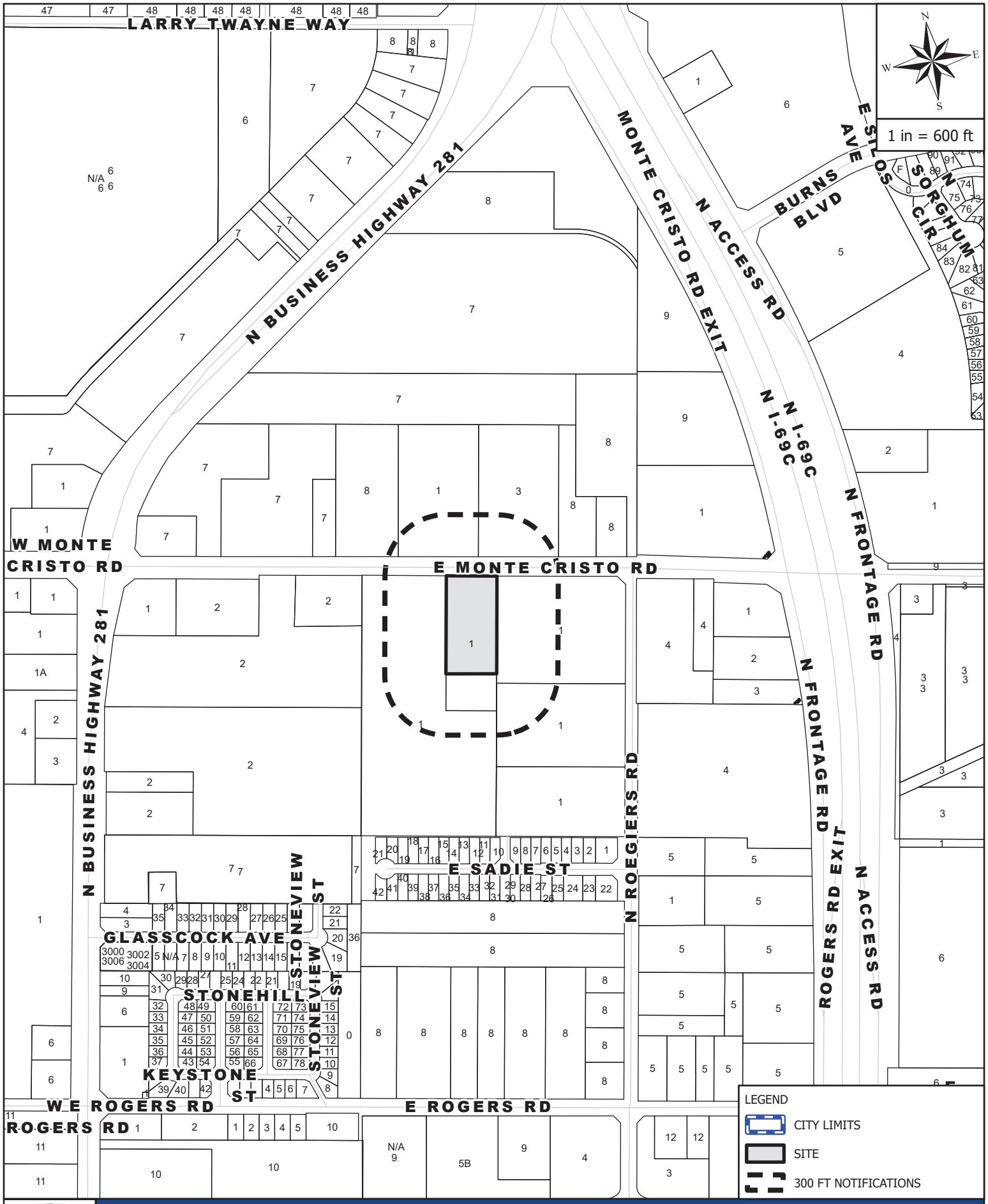
ZONING MAP

610 E MONTE CRISTO RD



FUTURE LANDUSE MAP

610 E MONTE CRISTO RD



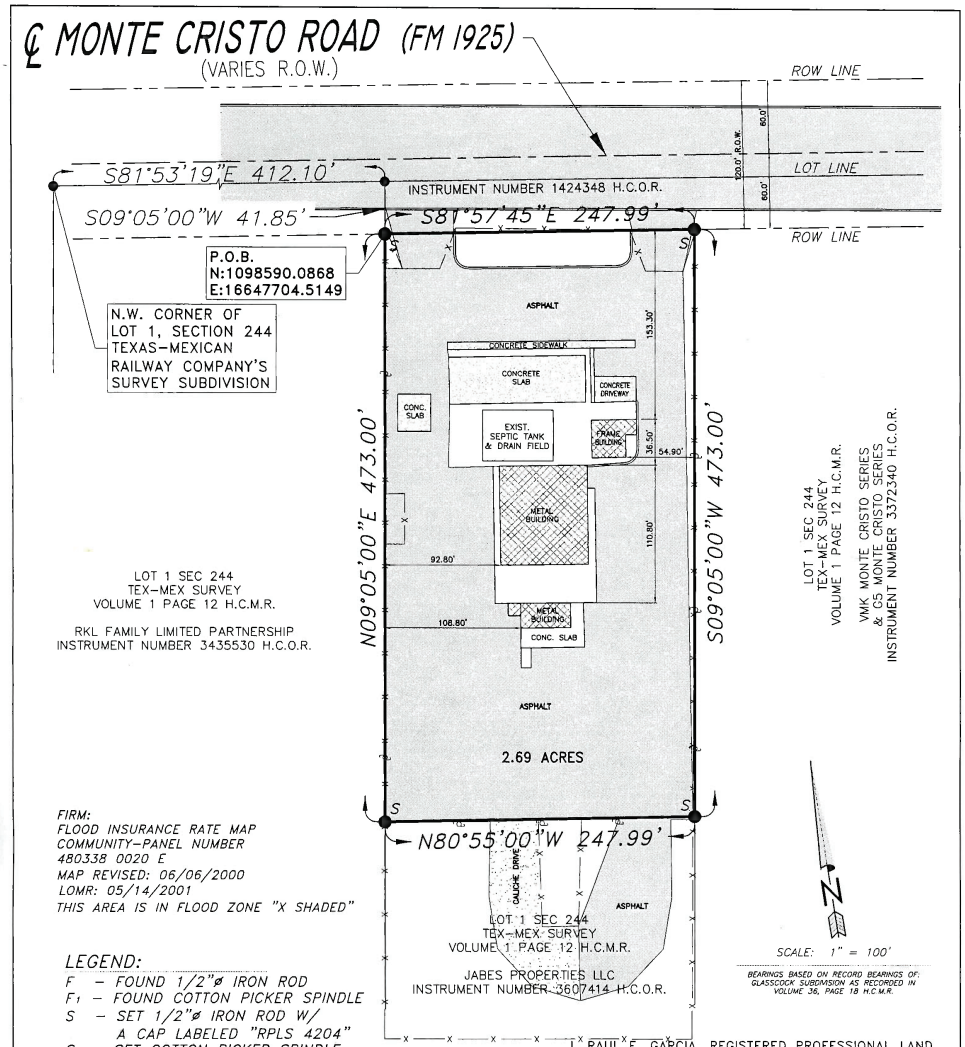
MAILOUT AND SITE MAP

610 E MONTE CRISTO RD

Rezoning Request Site Photo

Jabes Properties, LLC.
610 E. Monte Cristo Rd





FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480338 0020 E
MAP REVISED: 06/06/2000
LOMR: 05/14/2001
THIS AREA IS IN FLOOD ZONE "X SHADED"

LEGEND:
F - FOUND 1/2"ø IRON ROD
F1 - FOUND COTTON PICKER SPINDLE
S - SET 1/2"ø IRON ROD W/ A CAP LABELED "RPLS 4204"
S1 - SET COTTON PICKER SPINDLE

PLAT SHOWING

A 2.69 ACRE TRACT OF LAND BEING A PORTION OF LOT 1, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3607414, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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.

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:	OCTOBER 14, 2025 REV:
JOB #	2025-087 BOOK T-___/PG.__
SCALE:	1" = 100'
DRAWN BY:	D.E.S.

MINOR PLAT OF
JABES SUBDIVISION

A 3.65 ACRE TRACT OF LAND BEING A PORTION OF LOT 1, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3607414, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DATE: JULY 22, 2025

SCALE IN FEET: 0 60' 120' 180'

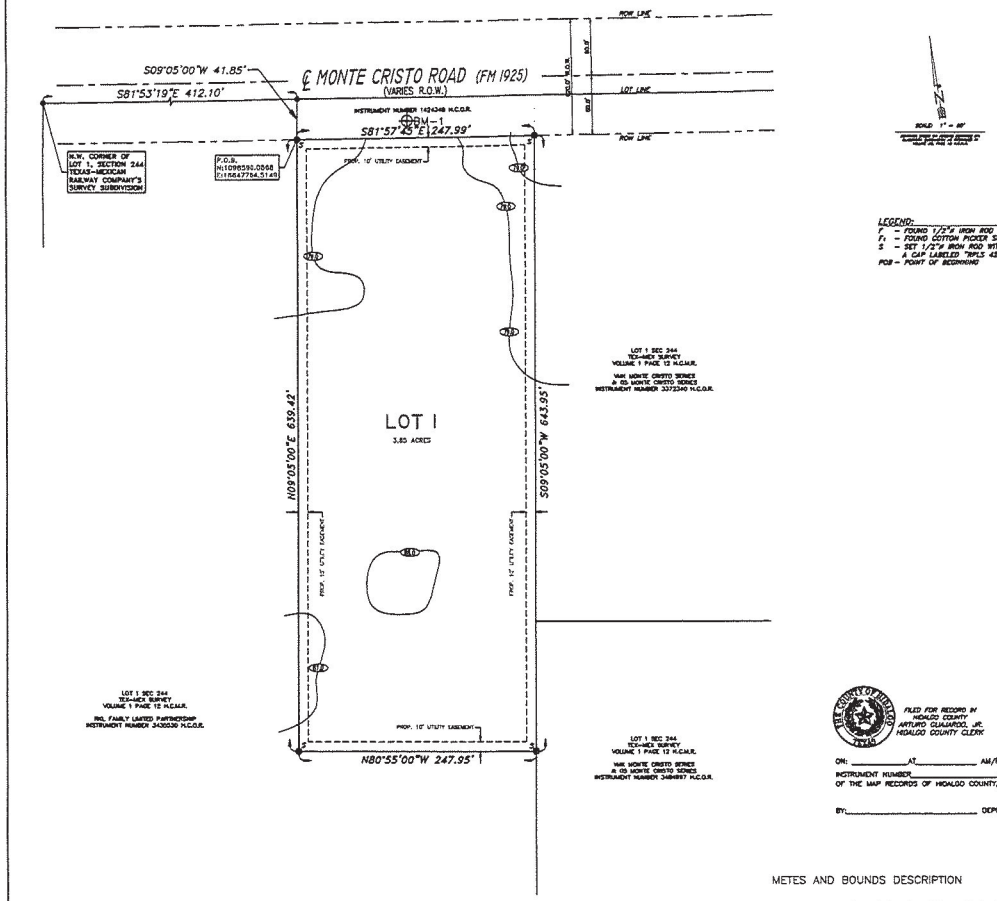
SCALE: 1" = 60'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
OWNER (F-3011) & SURVEYOR (10013300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGASSOC@AOL.COM

JOB NO.: 2025-087
DRAWN BY: D.E.S.

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED



LEGEND:
I" - FOUND 1/2" IRON ROD
I"x - FOUND COTTON PICKER SPINDLE
S - SET 1/2" IRON ROD WITH A CAP LABELED "RPLS 4204"
POB - POINT OF BEGINNING

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" SHADED
   COMMUNITY-PANEL NO. 480338 0020 E
   EFFECTIVE DATE: JUNE 06, 2000 12AM/AM MAY 14, 2001
   ZONE "X" SHADED IS 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 AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
2. SETBACKS:
   FRONT: 25.00 FEET ON McCOLL ROAD (FM 2061)
   REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
3. BENCHMARK NOTE: BM-1
   TOP OF CURB INLET 113 FEET EAST OF WEST PROPERTY LINE
   N:16095703.7568 E:16647701.0085 ELEVATION 87.74 N.A.V.D. 1988
4. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY A MINIMUM DETENTION VOLUME OF 29,691 CF OR 0.68 ACRE FEET OF STORM RUNOFF WILL BE OBTAINED WITH A MAXIMUM DISCHARGE RATE OF 4.36 CFS. THE PEAK RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 50 YEAR RAINFALL EVENT.
5. 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.
6. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE CITY OF EDINBURG 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.
7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 1.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.
8. SETBACKS AND BUFFER-YARD REQUIREMENTS SHALL BE AS PER UDC (UNIFIED DEVELOPMENT CODE).
9. NO PERMANENT STRUCTURE SHALL BE ALLOWED WITHIN ANY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS, OR LOT LINES.
10. PROPOSED DETENTION AREAS SHALL BE MAINTAINED BY INDIVIDUAL LOT OWNERS.
11. ALL LOT CORNERS ARE SET WITH ½ INCH IRON RODS.
12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
13. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.
14. SITE PLAN IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT FOR COMMERCIAL DEVELOPMENTS.
15. ALL COMMON AREAS, MEDIANS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY LOT OWNERS.
16. THE LOT OWNER SHALL PROVIDE FOR A FENCE OR A WALL OF UNIFORM DESIGN. SUCH FENCE SHALL BE INSTALLED AT THE BUILDING PERMIT STAGE IN ACCORDANCE TO THE UNIFIED DEVELOPMENT CODE REQUIREMENTS AND SPECIFICATIONS.
17. ALL FENCES SHALL BE MAINTAINED BY THE LOT OWNER OF RECORD IN GOOD CONDITION SO THAT THERE IS NO DAMAGE OR MISSING BOARDS OR PARTS.
18. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
19. 5 FOOT SIDEWALKS ALONG MONTE CRISTO ROAD (FM 1925) SHALL BE CONSTRUCTED DURING BUILDING PERMIT STAGE.
20. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT THE CENTER OF THE LOT.

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

HUMBERTO FLORES, LLC — DATE
JABES PROPERTIES, LLC
3266 HANOVER PLACE
BROWNSVILLE, TX 78520

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED ADALBERTO FLORES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20___

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE PLAN FOR THIS SUBDIVISION COMPANY 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

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

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JAIME ACEVEDO, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION PLAT KNOWN AS JABES SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE ____ DAY OF _____, 2025 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR — DATE

APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1:
THIS PLAT HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, ON THIS _____ DAY OF _____ 2025.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHTS OF WAYS OR EASEMENTS.

ATTEST:

PRESIDENT — DATE — SECRETARY — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL GARCIA, 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 CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

PRELIMINARY
"THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE, AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

_____
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

THE 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.

PRELIMINARY
"THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE, AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

_____
REGISTERED PROFESSIONAL ENGINEER #64780

METES AND BOUNDS DESCRIPTION

A 3.65 ACRE TRACT OF LAND BEING A PORTION OF LOT 1, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3607414, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED RPLS "4204" ON THE SOUTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD (FM 1925) AS ESTABLISHED BY JUDGEMENT OF COURT IN ABSENCE OF OBJECTION RECORDED IN DOCUMENT NUMBER 1424348, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING THE NORTHERNMOST NORTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3435530, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS S81°53'19"E 412.10 FEET AND S09°05'00"W 41.85 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1, SECTION 244.

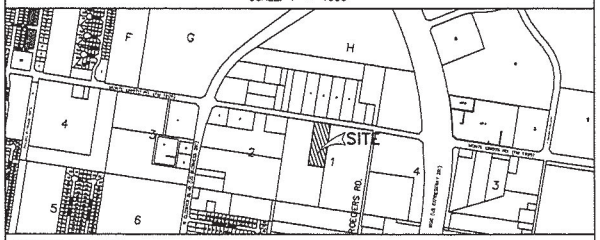
THENCE S81°57'45"E 247.99 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD (FM 1925) AS ESTABLISHED BY JUDGEMENT OF COURT IN ABSENCE OF OBJECTION RECORDED IN DOCUMENT NUMBER 1424348, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED RPLS "4204" BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3372340, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S09°05'00"W ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3372340, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, PASS AT 525.00 FEET A POINT BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3372340, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 3484997, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS AND CONTINUING FOR A TOTAL DISTANCE OF 643.95 FEET TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED RPLS "4204" BEING THE SOUTHERNMOST NORTHEAST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3435530, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N80°55'00"W 247.95 FEET ALONG AN INTERIOR NORTH LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3435530, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, TO A SET ONE-HALF INCH IRON ROD WITH A CAP LABELED "RPLS 2404" BEING A INTERIOR CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3435530, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N09°05'00"E 639.42 FEET ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 3435530, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, TO THE POINT OF BEGINNING AND CONTAINING 3.65 ACRES OF LAND, MORE OR LESS.

LOCATION MAP
SCALE: 1" = 1000'

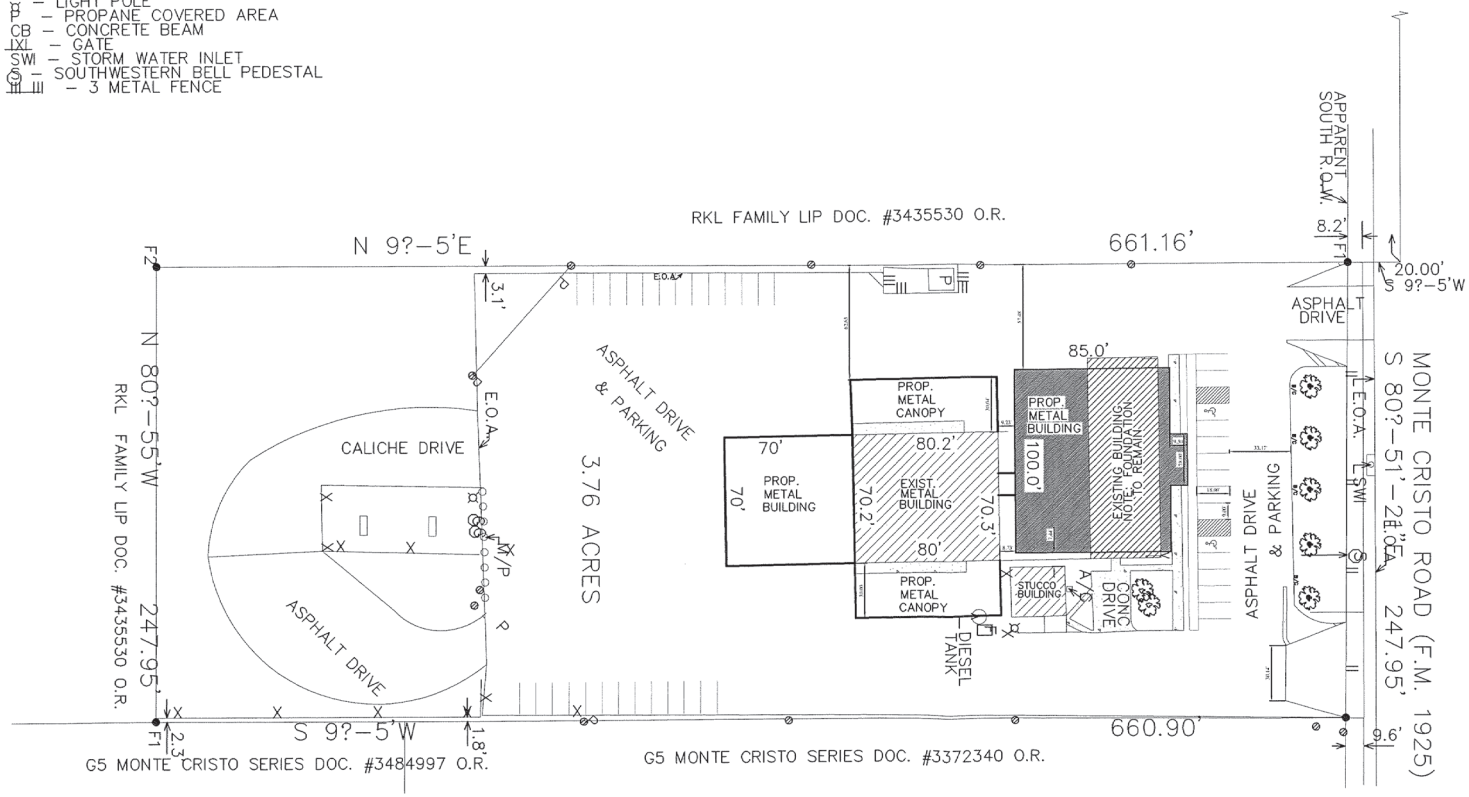


PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY, STATE & ZIP:	PHONE #:
OWNER:	ADALBERTO FLORES	3266 HANOVER PLACE	BROWNSVILLE, TX 78520	(956) 000-0000
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX 78539	(956) 381-1061
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX 78539	(956) 381-1061

LEGEND
F1 – FOUND 1/2" DIAMETER IRON ROD
F2 – FOUND 5/8" DIAMETER IRON ROD
FN – FOUND 60D NAIL
E.O.A. – EDGE OF ASPHALT
C.L. – 6' CHAIN LINK FENCE
III – 3' METAL POST FENCE
XXX – 6' CHAIN LINK FENCE
P.P. – POWER POLE LINE
⊗ – POWER POLE
MS – METAL STORAGE ROOM ON CONC SLAB
⊡ – MANHOLE
M/P – METAL POSTS
Ⓖ – VALVE GAS
☼ – LIGHT POLE
P – PROPANE COVERED AREA
CB – CONCRETE BEAM
GATE
SWI – STORM WATER INLET
Ⓢ – SOUTHWESTERN BELL PEDESTAL
III – 3 METAL FENCE

SCALE 1" = 30'



PROPOSED SITE PLAN

A 3.76 ACRE TRACT OF LAND OUT OF LOT 1 SECTION 244,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED
IN VOLUME 1, PAGE 12, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM INDUSTRIAL, GENERAL (IG) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING A 2.69 ACRE TRACT OF LAND, BEING A PORTION OF LOT 1, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION HIDALGO COUNTY, TEXAS, LOCATED AT 610 E. MONTE CRISTO ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Industrial, General (IG) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being A 2.69 Acre Tract of Land, Being a Portion of Lot 1, Section 244, Texas-Mexican Railway Company Survey Subdivision Hidalgo County, Texas, Located at 610 E. Monte Cristo Road from Industrial, General (IG) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 22, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 7, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of April 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
VARIANCE
Agenda Item No: 9.A.
Subdivision Variance - Paul Christopher Arthur

1. **Agenda Item:**
Consider the Variance Request to the City's Unified Development Code, Article 5, Section 5.301 Dedication of Improvements for Palma Ranch Subdivision Phase I, Being a 28.20 Acres Tract of Land Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Recorded in Volume 1, Page 16, Hidalgo County Map Records, Located at 1101 N. Alamo Road, as Requested by Paul Christopher Arthur. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the west side of N. Alamo Road and approximately 342 feet north of E. Richardson Road. The property was annexed into the City of Edinburg on August 20, 2024 through voluntary annexation. The proposed development is currently going through the subdivision process and the proposed development consists of 36 single-family residential lots. The property is zoned Residential, Urban and Townhome (RU) District. Paul Christopher Arthur is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.301

This requested variance is to Article 5, Section 5.301 as it applies to Dedication of Improvements. The developer is requesting to not widen or escrow the road due to Alamo Road being a TxDOT road. The applicant states the widening of Alamo Road will have an economic hardship on the project, as it will not be feasible. The City of Edinburg has N. Alamo Road classified as an Existing Principal Arterial, for a total right-of-way requirement of One Hundred Twenty (120) feet. Based on the current state of N. Alamo Road, the developer is required to dedicate and widen twenty (20) feet.

On March 12, 2026, the Planning and Zoning Commission recommended with a vote of 5-1 to deny the Subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request. Article 5 Section 5.301 Dedication of Improvements states that proposed developments shall appropriately dedicate streets, alleys, and other right-of-way for the purpose they are intended to serve. If approved, the applicant would need to comply with all other requirements during the permitting and subdivison process.

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

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

Attachments:
A. City Council Agenda Packet Attachments

UNIFIED DEVELOPMENT CODE

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

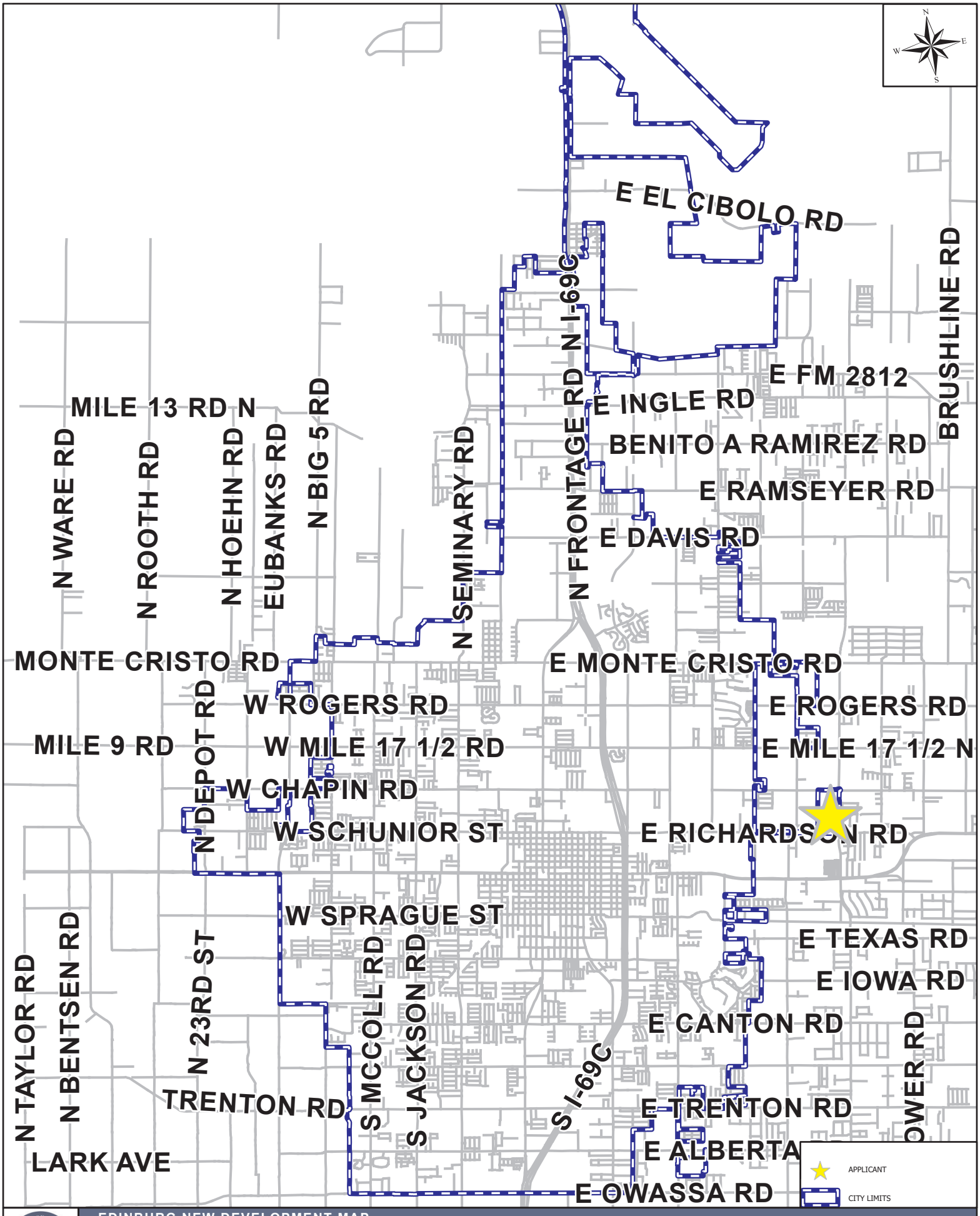
ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.300, Public Improvements Dedication and Acceptance

Sec. 5.301, Dedication of Improvements

A. Streets and Rights-of-Way.

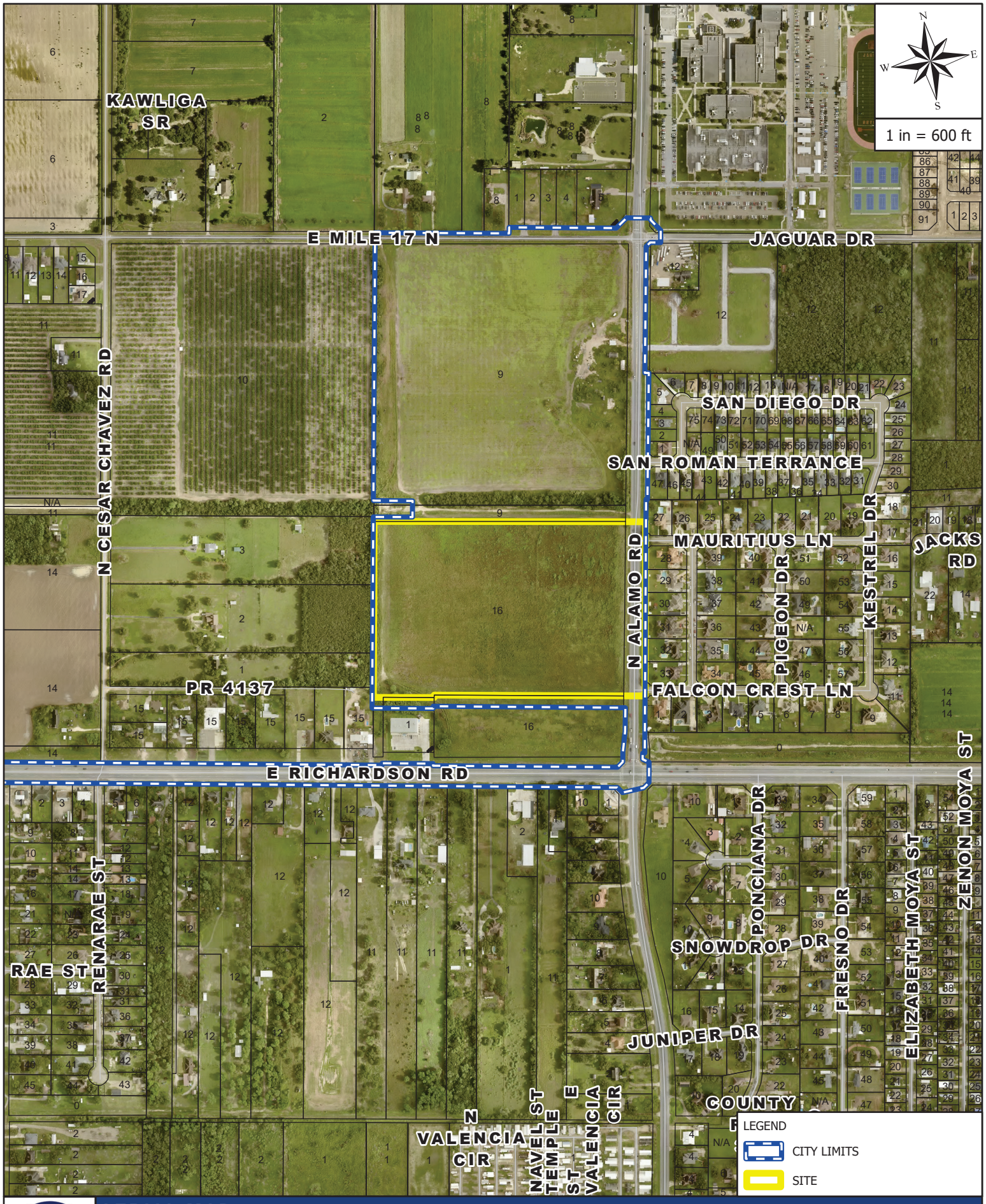
1. *Within Proposed Development.* Streets, alleys, and other rights-of-way within proposed development shall be appropriately dedicated for the purposes they are intended to serve.
2. *Perimeter Streets; Dedication.* Where the proposed subdivision abuts upon an existing street or half-street that does not conform to the right-of-way standards of Division 5.200, *Subdivision Design Standards*, or to an adopted thoroughfare plan, whichever provides for a wider pavement section, the subdivider shall dedicate right-of-way width sufficient to make the full right-of-way width conform.
3. *Perimeter Streets; Pavement or Fee in Lieu Required.*
   a. The subdivider shall pave so much of the dedicated right-of-way as to make the full pavement width comply with Division 5.200, or an adopted thoroughfare plan, whichever provides for a wider pavement section. Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two feet to assure an adequate sub-base and pavement joint. Pavement shall be installed according to specifications promulgated by the City Engineer.
   b. Alternatively, if the length of the perimeter street is less than 1/4 mile or its improvement at the time of subdivision would in the City Engineer's professional opinion create a traffic safety hazard because it does not create a complete widened street segment between off-site street intersections, then the subdivider shall deposit with the City an amount equal to the cost of the improvement required by 3.a. above so that the City can make the improvement when sufficient right-of-way is dedicated from adjacent properties to do so in manner that is safe and practical for motorists. Amounts deposited pursuant to this Section shall be kept in segregated accounts and shall be subject to the reimbursement provisions of Section 5.211, *Water Rights and Cost Participation*. Requests for reimbursement shall be made to the Administrator, shall be reviewed by the City Engineer, and forwarded to the Planning and Zoning Commission for review and City Council for final action on the request.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

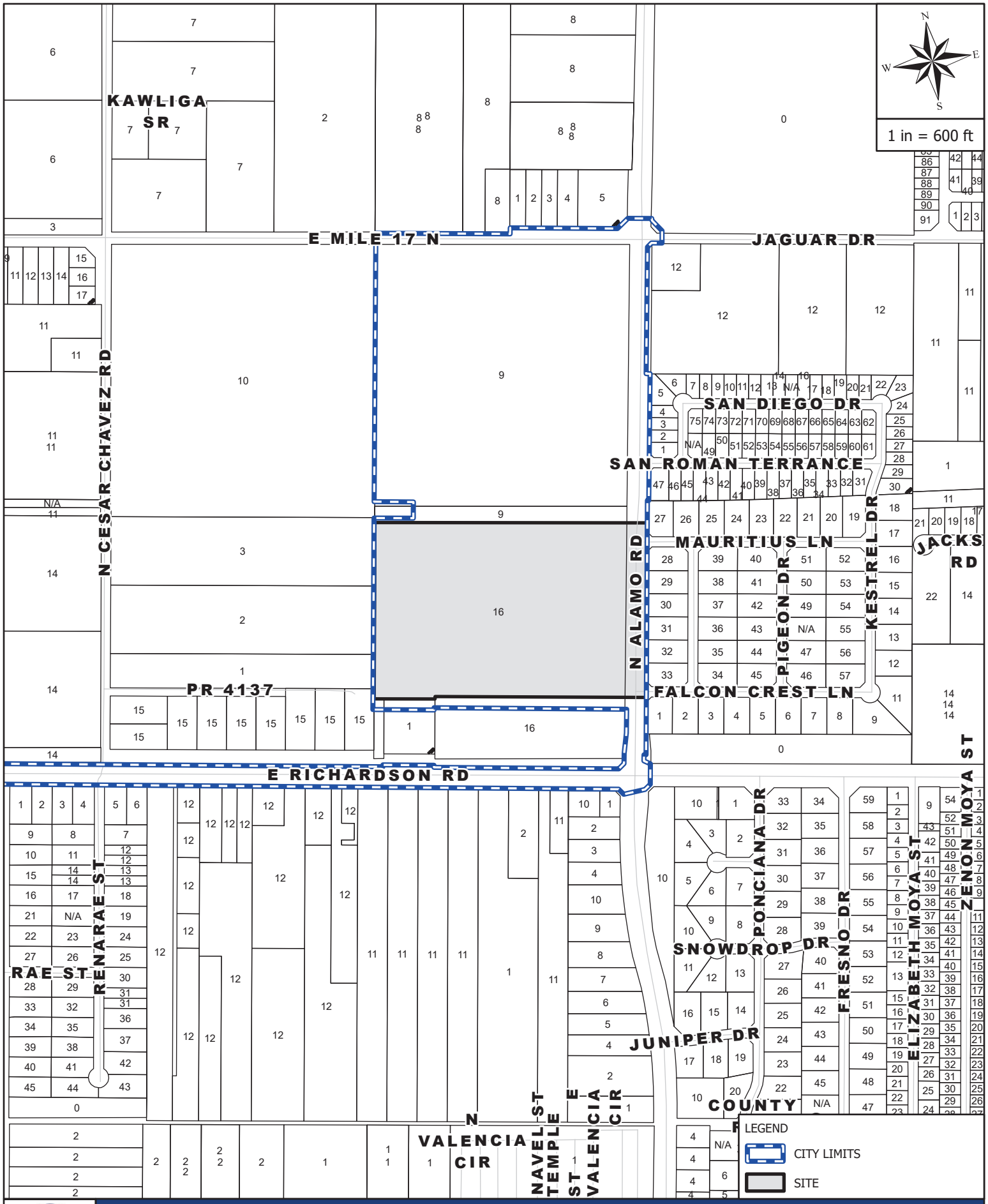
PALM RANCH PH 1



THE CITY OF EDINBURG TEXAS

AERIAL MAP

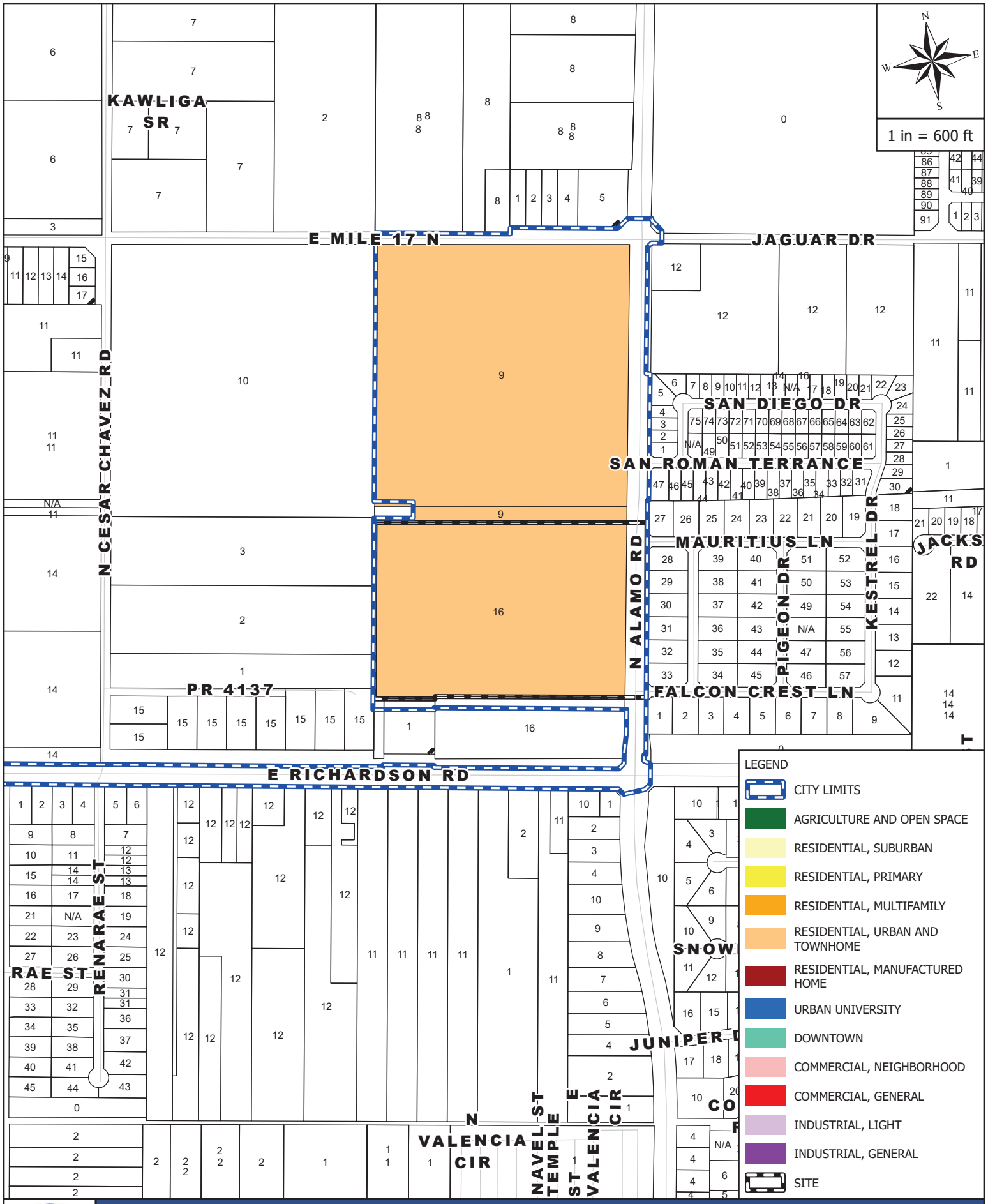
1101 N ALAMO RD



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

1101 N ALAMO RD



ZONING MAP

1101 N ALAMO RD

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
W.W. ESCONDIDO LP. DATE
PAUL C. ARTHUR, MANAGER
201 W. HILLSIDE ROAD SUITE 7
LAREDO, TEXAS 78041

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED PAUL C. ARTHUR, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS CONTAINED 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_____.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MAYOR'S CERTIFICATION

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

_____ _____
MAYOR'S SIGNATURE DATE

_____ _____
ATTEST: CITY SECRETARY 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 PALMA RANCH SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHERE IN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF_____, 20_____."

_____ _____
CHAIRPERSON DATE
PLANNING & ZONNING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

IRRIGATION DISTRICT:

THE PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE DAY OF _____, 20_____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON H.C.I.D. NO.1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED PERMISSION OF THE H.C.I.D. NO.1

_____
PRESIDENT

_____
SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED REYNALDO ROBLES 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 CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS

DATED THIS THE_____DAY OF_____, 20_____

_____
REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4032
WESLACO, TEXAS

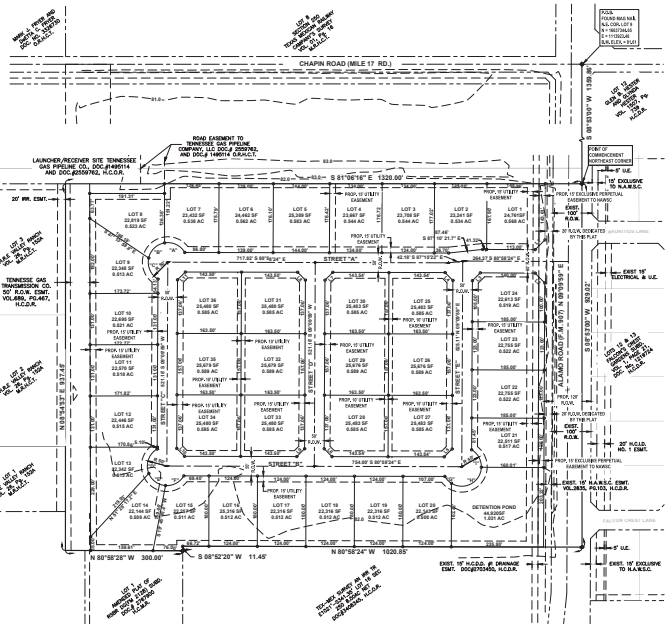
STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
ROLANDO CRUZ, P.E. CFM DATE
REGISTERED PROFESSIONAL ENGINEER
NO.55450
MCALLEN, TEXAS 78504

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	PAUL C. ARTHUR	5319 S. McColl Road	Edinburg, TX. 78539	(956) 552-1586	
ENGINEER:	ROLANDO CRUZ, PE.	605 E. VIOLET AVE. STE. 1	MCALLEN, TX. 78504	(956) 682-5022	
SURVEYOR:	REYNALDO ROBLES	P.O. BOX 476	WESLACO, TX. 78599	(956) 968-2422	(956) 969-2011


CHAPIN ROAD (MILE 17 RD.)
S 89°56'16" E 1320.00'
N 89°56'24" W 1320.00'
S 00°03'36" W 1319.98'
STREET "A"
STREET "B"
STREET "C"
STREET "D"
ALAMO ROAD (FM 907)
N 00°03'36" E 1319.98'
N 00°56'24" W 1320.00'
S 00°52'20" W 11.45'
N 89°58'28" W 300.00'
N 89°58'24" W 1020.85'
S 89°58'24" E 1020.85'
POINT OF COMMENCEMENT NORTHEAST CORNER
POINT OF BEGINNING
TENNESSEE GAS TRANSMISSION CO. 50' R.O.W. ESMT. VOL.4860, PG.467, H.C.D.R.
LAUNCHER/RECEIVER SITE TENNESSEE GAS PIPELINE CO., DOC.#1490114 AND DOC.#2559762, H.C.O.R.
ROAD EASEMENT TO TENNESSEE GAS PIPELINE COMPANY, VOL.4860, PG.467, H.C.D.R. AND DOC.# 1490114 O.R.H.C.T.
EXIST. 100' R.O.W.
EXIST. 10' ELECTRICAL & U.E.
EXIST. 10' R.O.W. DEDICATED BY THIS PLAT
EXIST. 100' R.O.W.
EXIST. 15' ELECTRICAL & U.E.
EXIST. 15' H.A.W.S.C. ESMT. VOL.3815, PG.105, H.C.D.R.
EXIST. 15' H.C.I.D. #1 DRAINAGE ESMT. DOC.#1703470, H.C.O.R.
EXIST. 15' EXCLUSIVE ELECTRICAL & U.E.
DETENTION POND 14.9206 AC. 1,621 AC.
PROP. 15' UTILITY EASEMENT
PROP. 10' UTILITY EASEMENT
PROP. 15' EXCLUSIVE PERPETUAL EASEMENT TO H.A.W.S.C.
PROP. 15' EXCLUSIVE PERPETUAL EASEMENT TO H.A.W.S.C.
PROP. 15' UTILITY EASEMENT
PROP. 10' UTILITY EASEMENT
PROP. 10' R.O.W.
PROP. 20' R.O.W. DEDICATED BY THIS PLAT
PROP. 15' UTILITY EASEMENT
PROP. 10' UTILITY EASEMEN

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
AWARDING OF BID
Agenda Item No: 10.A.
Award Bid No. 2026-03 - Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements

1. **Agenda Item:**
Consider Awarding Bid No. 2026-03, Lift Station No.19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090, Funded Through the U.S. Department of Housing and Urban Development Fiscal Year 2024 Community Project Funding Program, to VCCS, LLC in the Amount Not to Exceed $1,199,813.15 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

The Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements project was secured through the Office of Congresswoman Monica De La Cruz and funded by the U.S. Department of Housing and Urban Development under the FY 2024 Community Project Funding Program. This program supports locally administered projects that address critical community needs within Texas's 15th Congressional District. The project will relieve an existing 24-inch gravity sanitary sewer line by rerouting flows from Lift Station No. 19 to Lift Station No. 33. It also includes the installation of new gravity sewer lines to provide first-time sewer service to homes along Rogers Road between I-69C and M Road.

On February 27, 2026, bids were opened for Bid No. 2026-03 (Grant No. B-24-CP-TX-2090). A total of eleven (11) bids were received and opened. After review and tabulation of the bid, it was revealed that five (5) out of the eleven (11) bids met the minimum requirements and specifications of the instructions to respondents and the bid. After evaluation, staff recommends awarding the contract to VCCS, LLC, the lowest responsive bidder meeting all specifications, in the amount of $1,199,813.15. City staff has confirmed that the contractor has no outstanding debts owed to the City.

The responsive bidders are as follows:

1. VCCS, LLC – $1,199,813.15 (lowest bidder)
2. Saenz Utility Contractors LLC – $1,365,355.00
3. GO Underground, LLC – $1,892,303.29
4. NM Contracting, LLC – $2,247,536.19
5. Foremost Paving, Inc. – $2,621,284.00 (highest bidder)

Funding for the project is provided through the U.S. Department of Housing and Urban Development Community Project Funding program. Construction is anticipated to be completed within 300 days from issuance of the Notice to Proceed.

3. **Staff's Recommendation:**

Approve Awarding Bid No. 2026-03, Lift Station No.19 Force Main Realignment and Sanitary Sewer Improvements, Grant No. B-24-CP-TX-2090, Funded Through the U.S. Department of Housing and Urban Development Fiscal Year 2024 Community Project Funding Program, to VCCS, LLC in the Amount Not to Exceed $1,199,813.15 and Execute Any Documents Related Thereto Pursuant to the City's Ordinance and Procurement Policies.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 3/19/2026	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 3/26/2026	Administrative Assistant

Attachments:

A. A. Bid Tabulation
B. B. Notice to Bidders
C. C. Engineer's Letter of Recommendation
D. D. Agreement
E. E. VCCS, LLC Bid
F. F. Saenz Utility Contractors LLC Bid
G. G. GO UNDERGROUND LLC Bid
H. H. NM Contracting, LLC Bid
I. I. Foremost Paving, Inc. Bid
J. J. VCCS.SAM.Verification

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvement Grant No. B-24-CP-TX-2090

					VCCS, LLC.		Saenz Utility Contractors LLC		GO UNDERGROUND LLC		NM Contracting,llc		Foremost Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1-1	Mobilization	1	LS	$51,500.00	$51,500.00	$5,000.00	$5,000.00	$75,000.00	$75,000.00	$80,287.06	$80,287.06	$50,000.00	$50,000.00
	1-2	Construction Staking	1	LS	$14,000.00	$14,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,243.52	$10,243.52	$30,000.00	$30,000.00
	1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$8,582.41	$8,582.41	$5,000.00	$5,000.00
	1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$35,000.00	$35,000.00	$8,500.00	$8,500.00	$19,200.00	$19,200.00	$23,380.15	$23,380.15	$40,000.00	$40,000.00
	1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,020.00	$3,020.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$6,644.45	$6,644.45	$5,000.00	$5,000.00
	1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$33,060.00	$33,060.00	$4,500.00	$4,500.00	$12,000.00	$12,000.00	$33,222.23	$33,222.23	$20,000.00	$20,000.00
		Total				**$142,580.00**		**$35,000.00**		**$124,200.00**		**$162,359.82**		**$150,000.00**

					VCCS, LLC.		Saenz Utility Contractors LLC		GO UNDERGROUND LLC		NM Contracting,llc		Foremost Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of M	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3532	LF	$43.10	$152,229.20	$50.00	$176,600.00	$91.11	$321,800.52	$66.44	$234,666.08	$90.00	$317,880.00
	2-2	Connect to Exist. Force Main w/fitting included	2	EA	$6,100.00	$12,200.00	$2,000.00	$4,000.00	$3,550.00	$7,100.00	$8,997.69	$17,995.38	$5,000.00	$10,000.00
	2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$330.00	$118,800.00	$450.00	$162,000.00	$328.05	$118,098.00	$436.05	$156,978.00	$320.00	$115,200.00
	2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$12,815.00	$51,260.00	$8,300.00	$33,200.00	$7,838.75	$31,355.00	$12,264.54	$49,058.16	$5,800.00	$23,200.00
	2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$2,635.00	$2,635.00	$2,670.00	$2,670.00	$84,013.00	$84,013.00	$4,014.35	$4,014.35	$3,100.00	$3,100.00
	2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,930.00	$27,020.00	$1,400.00	$19,600.00	$1,626.21	$22,766.94	$3,045.37	$42,635.18	$2,000.00	$28,000.00
	2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$3,830.00	$7,660.00	$5,500.00	$11,000.00	$2,872.00	$5,744.00	$4,844.91	$9,689.82	$3,200.00	$6,400.00
	2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$3,690.00	$3,690.00	$2,500.00	$2,500.00	$4,400.00	$4,400.00	$16,611.12	$16,611.12	$4,600.00	$4,600.00
	2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$9,440.00	$113,280.00	$15,500.00	$186,000.00	$14,398.08	$172,776.96	$39,700.57	$476,406.84	$23,000.00	$276,000.00
	2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$855.00	$1,710.00	$600.00	$1,200.00	$974.00	$1,948.00	$3,931.29	$7,862.58	$500.00	$1,000.00
	2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$50.70	$42,435.90	$75.00	$62,775.00	$111.31	$93,166.47	$105.21	$88,060.77	$100.00	$83,700.00
	2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$57.10	$22,840.00	$100.00	$40,000.00	$131.31	$52,524.00	$114.22	$45,688.00	$105.00	$42,000.00

2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2780	LF	$64.45	$179,171.00	$110.00	$305,800.00	$131.31	$365,041.80	$159.19	$442,548.20	$350.00	$973,000.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$102.35	$12,384.35	$210.00	$25,410.00	$131.31	$15,888.51	$202.10	$24,454.10	$1,040.00	$125,840.00
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$5,400.00	$5,400.00	$6,000.00	$6,000.00	$15,200.00	$15,200.00	$10,921.81	$10,921.81	$40,000.00	$40,000.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$2,175.00	$45,675.00	$1,350.00	$28,350.00	$2,596.62	$54,529.02	$3,516.02	$73,836.42	$5,000.00	$105,000.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7670	LF	$3.90	$29,913.00	$3.00	$23,010.00	$5.00	$38,350.00	$9.42	$72,251.40	$1.00	$7,670.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$72.30	$15,833.70	$160.00	$35,040.00	$55.53	$12,161.07	$179.96	$39,411.24	$170.00	$37,230.00
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5520	SY	$37.30	$205,896.00	$35.00	$193,200.00	$57.00	$314,640.00	$45.68	$252,153.60	$45.70	$252,264.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$600.00	$7,200.00	$1,000.00	$12,000.00	$3,050.00	$36,600.00	$1,661.11	$19,933.32	$1,600.00	$19,200.00
	Total				**$1,057,233.15**		**$1,330,355.00**		**$1,768,103.29**		**$2,085,176.37**		**$2,471,284.00**
					1,199,813.15		**1,365,355.0000**		**1,892,303.29**		**2,247,536.19**		**2,621,284.0000**

REQUEST FOR BIDS

BID 2026-03

LIFT STATION NO. 19 FORCE MAIN REALIGNMENT AND SANITARY SEWER IMPROVEMENTS GRANT NO. B-24-CP-TX-2090

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 3, 2025

DEADLINE FOR QUESTIONS: December 17, 2025

RESPONSE DEADLINE: February 27, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Construction Plans

B - Rules for Electronic Bidding

C - Technical Specifications

D - 00500_Agreement Template

E - General_Conditions (3)

F - Supplementary_Conditions_

G - Warranty_

1. Introduction

1.1. Summary

The City of Edinburg's (COE) Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project consists of rerouting the force main from Lift Station 19, located at 115 E. Rogers Rd, and installing first time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road.

1.2. 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

1.3. Timeline

Release Project Date	December 3, 2025
Pre-Proposal Meeting (Non-Mandatory)	December 16, 2025, 2:00pm 415 W. University Drive Edinburg City Hall Community Room-1st Floor Edinburg, TX 78539
Question Submission Deadline	December 17, 2025, 5:00pm
Proposal Submission Deadline	February 27, 2026, 10:00am

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090.

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

10:00 am, Friday, February 27, 2026.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 10:00 am, Friday, February 27, 2026.

To obtain a copy of the Request for Bids or submit an electronic Bid please visit:

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

A Pre-Bid Meeting will be held on Tuesday, December 16, 2025 at 2:00 pm at the Edinburg City Hall Community Room – 1st Floor, located at 415 W. University Dr., Edinburg, Texas.

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. BID 2026-03" 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)

BID No. BID 2026-03

If you have any questions or require additional information contained the Bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Wednesday, December 17, 2025.

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

2.2. Federally Funded Project

This project is being funded through the U.S. Department of Housing and Urban Development Community Project Funding. Bidder must agree to comply with the following federal regulations: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, all applicable Federal Contract Provisions found at 2 CFR Part 200-Appendix II, including but not limited to Debarment, Suspension and Ineligibility, Conflict of Interest as described in 24 CFR Part 570.611(c), Equal Employment Opportunity per Title VII of the Civil Rights Act of 1964, Clean Water, Clean Air, Executive Order 11738, Section 504 of the Rehabilitation Act of 1973, and Section 3 of the Housing and Urban Development Act of 1968 (if applicable).

The Bidder must agree to comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Bidders choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is opened. Bidders must submit the entity's **Unique Entity Identification (UEI) Number** with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number into the SAM database. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may 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 Bids for: Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

INTENT

The services to be provided under this Request For Bid 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 bidder who can meet the 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 response, 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. BIDs submitted by facsimile (fax) will not be accepted. Submittal of a Bid in response to this solicitation constitutes an offer by the bidder. Once submitted, BIDs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that bidder/firm is selected. Submission of a Bid in response to this solicitation, by any bidder, shall indicate that the bidder(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful bidder otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet BID 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 BIDS **60** days after deadline without taking action. Bidders are required to hold their BIDs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all BIDs, 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

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

AWARD

Bidders are advised that the City of Edinburg is soliciting BIDs and award shall be made to the bidder 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 bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

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

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.

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.

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The bidder shall attach to his/her BID 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 **PURCHASE/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 PURCHASE/SERVICES is used, its meaning shall refer to the request for Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090 as specified.

BIDDER'S EMPLOYEES

Neither the Bidder 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 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 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 Bids shall be directed to the e-procurement portal as outlined in the BID. 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 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 Bidder/Respondent/Consultant on contract.

Bidders 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 Bidder to influence the selection process by any means, other than disclosure of Bids 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 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.

PAST PERFORMANCE

Bidder’s past performance shall be taken into consideration in the evaluation of BID submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder 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 bidder 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

Bidder shall carefully examine the BID forms, specifications/requirements, and instructions to Bidders. Should the Bidder 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 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 thru 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 (5) calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

BID PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND BIDDER TO BID

BIDs MUST give full firm name and address of respondent, 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 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 Bidder shall give full names and addresses of all partners. All partners shall execute the BID. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each 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.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced

items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

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.

4. Specifications

4.1. Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project

The Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements are to include:

- Re-route the force main for Lift Station 19 (115 E. Rogers Rd)
- Install first time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road,
- Change existing discharge point from Lift Station No. 19 to existing sewer system located at Rogers Rd. and M Rd.
- Provide relief to an existing 24-inch sanitary sewer line which is currently experiencing sanitary sewer overflows.

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. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

*Response required

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

5.4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

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 General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

*5.5.8. 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

5.6. Solicitation Forms

*5.6.1. Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

*5.6.2. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.6.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.6.4. 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

*5.6.5. 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

*5.6.6. 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

*5.6.7. Please review the attached Performance Bond form.**

- K_-_Performance_Bond.pdf

*Response required

*5.6.8. If awarded the Performance Bond will need to be provided.**

☐ Yes
☐ No

*Response required

*5.6.9. Please review the attached Payment Bond form.**

- L_-_Payment_Bond.pdf

*Response required

*5.6.10. If awarded the Payment Bond will need to be provided.**

☐ Yes
☐ No

*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. 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

5.7. Grant Required Certifications

*5.7.1. Please provide the company's System for Award Management Unique Identity Number (UEI#) in the attached document and upload.**

Please download the document below, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

*Response required

*5.7.2. Please fill out and sign the Conflict of Interest Summary of Rules for CDBG Contractors and upload here.**

Please download the document below, complete, and upload.

- 2._Conflict_of_Interest_Dis...

*Response required

*5.7.3. Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

PPlease download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

*Response required

*5.7.4. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

*Response required

*5.7.5. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the document below, complete, and upload.

- 5._Clean_Air_&_Water_Certif...

*Response required

*5.7.6. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the document below, complete, and upload.

- 6._Non-Lobbying_Certificati...

*Response required

*5.7.7. Please fill out and sign the Non-Collusion Affidavit form and upload.***

Please download the document below, complete, and upload.

- 7._Non-Collusion_Affidavit_...

*Response required

*5.7.8. Please fill out and sign the Buy America Preference (BAP), Build America, Buy America (BABA), Infrastructure Investment and Jobs Act (IIJA) form and upload.***

Please download the document below, complete, and upload.

- 9._Build_America,_Buy_Ameri...

*Response required

5.8. Information Only

5.8.1. Section 3 Requirements - Information Only

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS		
1-2	Construction Staking	1	LS		
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS		
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS		
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS		
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS		
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF		
2-2	Connect to Exist. Force Main w/fitting included	2	EA		
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA		
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA		
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA		
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA		
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA		
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA		
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA		
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF		
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF		
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF		
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA		
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA		
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF		
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY		
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY		
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA		
TOTAL					

March 19, 2026

Gerardo Carmona, Jr., P.E.
City of Edinburg
1201 N. Doolittle Rd.
Edinburg, Texas 78542

Re: City of Edinburg - Lift Station No. 19 Force Main Re-Alignment and Sanitary Sewer Improvement Grant No. B-24-CP-TX-2090
Letter of Recommendation

Dear Mr. Carmona,

On Friday, February 27, 2026, the City of Edinburg received and opened bids for the **Lift Station No. 19 Force Main Re-Alignment and Sanitary Sewer Improvement Project.**

The City of Edinburg Public Works staff and Finance Department reviewed the submitted proposals, and prepared the accompanying bid tabulation. Enclosed with this letter is the **bid tabulation** prepared by the City of Edinburg, and the results are as follows:

- **VCCS, LLC – $1,199,813.15**
- **Saenz Utility Contractors, LLC – $1,365,355.00**
- **GO Underground, LLC – $1,892,303.29**
- **NM Contracting, LLC – $2,247,536.19**
- **Foremost Paving, Inc. – $2,612,284.00**

Based on the above results, ***M2 Engineering, PLLC*** recommends award to **VCCS, LLC** as the lowest responsive and responsible bidder.

M2 Engineering, PLLC appreciates the opportunity to support the City of Edinburg on this important infrastructure project. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 600-8628.
Sincerely,

Emigdio “Milo” Salinas, PE
M2 Engineering, PLLC

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvement Grant No. B-24-CP-TX-2090

					VCCS, LLC.		Saenz Utility Contractors LLC		GO UNDERGROUND LLC		NM Contracting,llc		Foremost Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1-1	Mobilization	1	LS	$51,500.00	$51,500.00	$5,000.00	$5,000.00	$75,000.00	$75,000.00	$80,287.06	$80,287.06	$50,000.00	$50,000.00
	1-2	Construction Staking	1	LS	$14,000.00	$14,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,243.52	$10,243.52	$30,000.00	$30,000.00
	1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$8,582.41	$8,582.41	$5,000.00	$5,000.00
	1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$35,000.00	$35,000.00	$8,500.00	$8,500.00	$19,200.00	$19,200.00	$23,380.15	$23,380.15	$40,000.00	$40,000.00
	1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,020.00	$3,020.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$6,644.45	$6,644.45	$5,000.00	$5,000.00
	1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$33,060.00	$33,060.00	$4,500.00	$4,500.00	$12,000.00	$12,000.00	$33,222.23	$33,222.23	$20,000.00	$20,000.00
		Total				**$142,580.00**		**$35,000.00**		**$124,200.00**		**$162,359.82**		**$150,000.00**

					VCCS, LLC.		Saenz Utility Contractors LLC		GO UNDERGROUND LLC		NM Contracting,llc		Foremost Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of M	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3532	LF	$43.10	$152,229.20	$50.00	$176,600.00	$91.11	$321,800.52	$66.44	$234,666.08	$90.00	$317,880.00
	2-2	Connect to Exist. Force Main w/fitting included	2	EA	$6,100.00	$12,200.00	$2,000.00	$4,000.00	$3,550.00	$7,100.00	$8,997.69	$17,995.38	$5,000.00	$10,000.00
	2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$330.00	$118,800.00	$450.00	$162,000.00	$328.05	$118,098.00	$436.05	$156,978.00	$320.00	$115,200.00
	2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$12,815.00	$51,260.00	$8,300.00	$33,200.00	$7,838.75	$31,355.00	$12,264.54	$49,058.16	$5,800.00	$23,200.00
	2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$2,635.00	$2,635.00	$2,670.00	$2,670.00	$84,013.00	$84,013.00	$4,014.35	$4,014.35	$3,100.00	$3,100.00
	2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,930.00	$27,020.00	$1,400.00	$19,600.00	$1,626.21	$22,766.94	$3,045.37	$42,635.18	$2,000.00	$28,000.00
	2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$3,830.00	$7,660.00	$5,500.00	$11,000.00	$2,872.00	$5,744.00	$4,844.91	$9,689.82	$3,200.00	$6,400.00
	2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$3,690.00	$3,690.00	$2,500.00	$2,500.00	$4,400.00	$4,400.00	$16,611.12	$16,611.12	$4,600.00	$4,600.00
	2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$9,440.00	$113,280.00	$15,500.00	$186,000.00	$14,398.08	$172,776.96	$39,700.57	$476,406.84	$23,000.00	$276,000.00

2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$855.00	$1,710.00	$600.00	$1,200.00	$974.00	$1,948.00	$3,931.29	$7,862.58	$500.00	$1,000.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$50.70	$42,435.90	$75.00	$62,775.00	$111.31	$93,166.47	$105.21	$88,060.77	$100.00	$83,700.00
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$57.10	$22,840.00	$100.00	$40,000.00	$131.31	$52,524.00	$114.22	$45,688.00	$105.00	$42,000.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2780	LF	$64.45	$179,171.00	$110.00	$305,800.00	$131.31	$365,041.80	$159.19	$442,548.20	$350.00	$973,000.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$102.35	$12,384.35	$210.00	$25,410.00	$131.31	$15,888.51	$202.10	$24,454.10	$1,040.00	$125,840.00
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$5,400.00	$5,400.00	$6,000.00	$6,000.00	$15,200.00	$15,200.00	$10,921.81	$10,921.81	$40,000.00	$40,000.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$2,175.00	$45,675.00	$1,350.00	$28,350.00	$2,596.62	$54,529.02	$3,516.02	$73,836.42	$5,000.00	$105,000.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7670	LF	$3.90	$29,913.00	$3.00	$23,010.00	$5.00	$38,350.00	$9.42	$72,251.40	$1.00	$7,670.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$72.30	$15,833.70	$160.00	$35,040.00	$55.53	$12,161.07	$179.96	$39,411.24	$170.00	$37,230.00
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5520	SY	$37.30	$205,896.00	$35.00	$193,200.00	$57.00	$314,640.00	$45.68	$252,153.60	$45.70	$252,264.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$600.00	$7,200.00	$1,000.00	$12,000.00	$3,050.00	$36,600.00	$1,661.11	$19,933.32	$1,600.00	$19,200.00
	Total				**$1,057,233.15**		**$1,330,355.00**		**$1,768,103.29**		**$2,085,176.37**		**$2,471,284.00**
					1,199,813.15		**1,365,355.0000**		**1,892,303.29**		**2,247,536.19**		**2,621,284.0000**

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

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

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

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The City of Edinburg's (COE) Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project consists of rerouting the force main from Lift Station 19, located at 115 E. Rogers Rd, and installing first time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road.**

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090 (Bid 2026-03)**

ENGINEER

3.01 The Owner has retained **M2 Engineering, PLLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **M2 Engineering, PLLC.**

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 **02/05/2027** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **03/07/2027.**

4.03 *Milestones*

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

1. Milestone 1: **Complete Force Main (I-69C to Lift Station) – August 6, 2026**
2. Milestone 2: **Complete Gravity Sanitary Sewer Section (M Road to Jasmine Rd.) – December 4, 2026**
3. Milestone 3: **Complete Gravity Sanitary Sewer Section (Jasmine Rd. to I-69C) – January 21, 2027**
4. Milestone 4: **Substantial Completion – January 21, 2027**
5. Milestone 5: **Final Completion – March 07, 2027**

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 **$400.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner **$400.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

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

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

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

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

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

CONTRACT PRICE

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

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1-1	Mobilization	LS	1	$51,500.00	$51,500.00
1-2	Construction Staking	LS	1	$14,000.00	$14,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	LS	1	$6,000.00	$6,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	LS	1	$35,000.00	$35,000.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	LS	1	$3,020.00	$3,020.00
1-6	Erosion & Sediment Control / SW3P BMPs	LS	1	$33,060.00	$33,060.00
	Sub-Total				**$142,580.00**
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	LF	3532	$43.10	$152,229.20
2-2	Connect to Exist. Force Main w/fitting included	EA	2	$6,100.00	$12,200.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	LF	360	$330.00	$118,800.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	EA	4	$12,815.00	$51,260.00

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	EA	1	$2,635.00	$2,635.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	EA	14	$1,930.00	$27,020.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	EA	2	$3,830.00	$7,660.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	EA	1	$3,690.00	$3,690.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	EA	12	$9,440.00	$113,280.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	EA	2	$855.00	$1,710.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	LF	837	$50.70	$42,435.90
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	LF	400	$57.10	$22,840.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	LF	2780	$64.45	$179,171.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	LF	121	$102.35	$12,384.35

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	EA	1	$5,400.00	$5,400.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	EA	21	$2,175.00	$45,675.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	LF	7670	$3.90	$29,913.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	SY	219	$72.30	$15,833.70
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	SY	5520	$37.30	$205,896.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	EA	12	$600.00	$7,200.00
	Sub-Total				**$1,057,233.15**
Grand Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$1,199,813.15

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

B. 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).

If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being 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** 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 **22** sheets with each sheet bearing the following general title: **City of Edinburg Lift Station No. 19 Force Main Re-Alignment & Sanitary Sewer Improvements**
7. Addenda 1-5.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

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

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

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

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

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

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

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

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

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

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

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

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

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

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

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

8.02 *Contractor's Certifications*

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

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

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

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

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

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

8.04 *Notice of Governing Law*

A. The Contractor agrees to abide by the following applicable laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. **2 CFR Part 200** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Agrees to comply with the Federal Contract Provisions found at **2 CFR Part 200-Appendix II**, attached as part of this contract, where applicable.
3. **Debarment, Suspension and Ineligibility.** The Contractor represents and warrants that Contractor and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR Part 24, government debarment and suspension regulations.
4. **Conflict of Interest.** The general rule is that no persons described in **24 CFR Part 570.611(c)** who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
5. **Equal Employment Opportunity** - Title VII of the Civil Rights Act of 1964.
6. **Section 504** of the Rehabilitation Act of 1973, as amended.
7. **Section 3** of the Housing and Urban Development Act of 1968 (if applicable).
8. The Contractor must comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
9. **Clean Water**, **Clean Air**, **Executive Order 11738** and Regulations Provision.

Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.

To the extent any language in the agreement is in conflict with State or Federal law, then State and Federal law will control.

Attachments

Exhibit A Bid

Exhibit B Federal Contract Provisions

EXHIBIT A

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[VCCS, LLC.] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

VCCS, LLC. Response

CONTACT INFORMATION

Company:
VCCS, LLC.

Email:
oscar@vccsllc.com

Contact:
Oscar Boeta

Address:
3314 Prestwick St
Edinburg, TX 78542

Phone:
N/A

Website:
N/A

Submission Date:
Feb 27, 2026 8:59 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #2
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #3
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #4
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #5
Confirmed Feb 24, 2026 7:18 PM by Oscar Boeta

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Entire_Proposal.pdf

2. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

00310_-Form_of_Proposal.pdf

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

Oscar_Boeta-_Registered_Agent.png

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_VCCS.pdf
Proof_of_Insurance_VCCS_LLC_dba_AVRO_Logistics.pdf

5. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

C_-_Bid_Bond_-_SECTION_01311.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECT.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

K_-_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment.pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2._Conflict_of_Interest_Dis...

2._Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

PPlease download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

3._CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

5._Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

6._Non-Lobbying_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

7._Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

9._Build_America,_Buy_America_Certification.pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Pass

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$51,500.00	$51,500.00
1-2	Construction Staking	1	LS	$14,000.00	$14,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$6,000.00	$6,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$35,000.00	$35,000.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,020.00	$3,020.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$33,060.00	$33,060.00
TOTAL					**$142,580.00**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$43.10	$152,229.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$6,100.00	$12,200.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$330.00	$118,800.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$12,815.00	$51,260.00
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$2,635.00	$2,635.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,930.00	$27,020.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$3,830.00	$7,660.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$3,690.00	$3,690.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$9,440.00	$113,280.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$855.00	$1,710.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$50.70	$42,435.90
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$57.10	$22,840.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$64.45	$179,171.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$102.35	$12,384.35
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$5,400.00	$5,400.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$2,175.00	$45,675.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$3.90	$29,913.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$72.30	$15,833.70
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$37.30	$205,896.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$600.00	$7,200.00
TOTAL					**$1,057,233.15**

Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: Bid#: 2026-03

Project: Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

Bidder: VCCS, LLC
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

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

One million one hundred ninety nine eight hundred thirteen 15/100 (Dollars)
[Print or type in words, Bidder's Total Bid Price]

($ 1,199,813.15)
[Print or type in figures, Bidder's Total Bid Price]

300 Calendar Days
[Working Days]

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

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

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

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

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

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

2.0 CONTRACT TIME

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

3.0 ADDENDA

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

Addendum No. 1, dated 12/07/2025

Addendum No. 2, dated 01/30/2026

Addendum No. 3, dated 02/12/2026

Addendum No. 4, dated 02/23/2026

Addendum No. 5, dated 02/24/2026

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

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

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

5.0 SIGNATURES:

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

By: _____ 02/24/2026
[Signature]** [Date]

Name: Oscar Gerardo Boeta Rodriguez Managing Member
[Please print or type name] [Title]

Address: 3314 Prestwick St. Edinburg, Texas 78542
[Mailing]

THE CITY OF Edinburg

[Street, if different]

Telephone: (956) 404-5797
[Print or type telephone number]

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

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

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

END OF DOCUMENT

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REQUEST FOR BIDS

BID 2026-03

LIFT STATION NO. 19 FORCE MAIN REALIGNMENT AND SANITARY SEWER IMPROVEMENTS GRANT NO. B-24-CP-TX-2090

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 3, 2025

DEADLINE FOR QUESTIONS: December 17, 2025

RESPONSE DEADLINE: February 27, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Construction Plans

B - Rules for Electronic Bidding

C - Technical Specifications

D - 00500_Agreement Template

E - General_Conditions (3)

F - Supplementary_Conditions_

G - Warranty_

1. Introduction

1.1. Summary

The City of Edinburg's (COE) Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project consists of rerouting the force main from Lift Station 19, located at 115 E. Rogers Rd, and installing first time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road.

1.2. 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

1.3. Timeline

Release Project Date	December 3, 2025
Pre-Proposal Meeting (Non-Mandatory)	December 16, 2025, 2:00pm 415 W. University Drive Edinburg City Hall Community Room-1st Floor Edinburg, TX 78539
Question Submission Deadline	December 17, 2025, 5:00pm
Proposal Submission Deadline	February 27, 2026, 10:00am

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090.

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

10:00 am, Friday, February 27, 2026.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 10:00 am, Friday, February 27, 2026.

To obtain a copy of the Request for Bids or submit an electronic Bid please visit:

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

A Pre-Bid Meeting will be held on Tuesday, December 16, 2025 at 2:00 pm at the Edinburg City Hall Community Room – 1st Floor, located at 415 W. University Dr., Edinburg, Texas.

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. BID 2026-03" 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)

BID No. BID 2026-03

If you have any questions or require additional information contained the Bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Wednesday, December 17, 2025.

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

2.2. Federally Funded Project

This project is being funded through the U.S. Department of Housing and Urban Development Community Project Funding. Bidder must agree to comply with the following federal regulations: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, all applicable Federal Contract Provisions found at 2 CFR Part 200-Appendix II, including but not limited to Debarment, Suspension and Ineligibility, Conflict of Interest as described in 24 CFR Part 570.611(c), Equal Employment Opportunity per Title VII of the Civil Rights Act of 1964, Clean Water, Clean Air, Executive Order 11738, Section 504 of the Rehabilitation Act of 1973, and Section 3 of the Housing and Urban Development Act of 1968 (if applicable).

The Bidder must agree to comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Bidders choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is opened. Bidders must submit the entity's **Unique Entity Identification (UEI) Number** with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number into the SAM database. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may 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 Bids for: Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

INTENT

The services to be provided under this Request For Bid 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 bidder who can meet the 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 response, 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. BIDs submitted by facsimile (fax) will not be accepted. Submittal of a Bid in response to this solicitation constitutes an offer by the bidder. Once submitted, BIDs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that bidder/firm is selected. Submission of a Bid in response to this solicitation, by any bidder, shall indicate that the bidder(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful bidder otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet BID 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 BIDS **60** days after deadline without taking action. Bidders are required to hold their BIDs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all BIDs, 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

Bidders are advised that the City of Edinburg shall not allow the successful bidder to se transfer, or convey any part of any contract resulting from this Request For Bid in whol third party without the written approval of the City of Edinburg.

AWARD

Bidders are advised that the City of Edinburg is soliciting BIDs and award shall be made to the bidder 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 bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

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

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.

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.

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The bidder shall attach to his/her BID 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 **PURCHASE/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 PURCHASE/SERVICES is used, its meaning shall refer to the request for Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090 as specified.

BIDDER'S EMPLOYEES

Neither the Bidder 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 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 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 Bids shall be directed to the e-procurement portal as outlined in the BID. 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 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 Bidder/Respondent/Consultant on contract.

Bidders 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 Bidder to influence the selection process by any means, other than disclosure of Bids 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 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.

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of BID submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder 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 bidder 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

Bidder shall carefully examine the BID forms, specifications/requirements, and instructions to Bidders. Should the Bidder 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 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 thru 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 (5) calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

BID PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND BIDDER TO BID

BIDs MUST give full firm name and address of respondent, 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 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 Bidder shall give full names and addresses of all partners. All partners shall execute the BID. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each 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.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced

items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

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.

4. Specifications

4.1. Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project

The Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements are to include:

- Re-route the force main for Lift Station 19 (115 E. Rogers Rd)
- Install first time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road,
- Change existing discharge point from Lift Station No. 19 to existing sewer system located at Rogers Rd. and M Rd.
- Provide relief to an existing 24-inch sanitary sewer line which is currently experiencing sanitary sewer overflows.

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. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

*Response required

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

5.4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

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 General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

*5.5.8. 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

5.6. Solicitation Forms

*5.6.1. Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

*Response required

*5.6.2. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

*Response required

*5.6.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

*Response required

*5.6.4. 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

*5.6.5. 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

*5.6.6. 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

*5.6.7. Please review the attached Performance Bond form.**

- K - Performance Bond.pdf

*Response required

*5.6.8. If awarded the Performance Bond will need to be provided.**

☒ Yes
☐ No

*Response required

*5.6.9. Please review the attached Payment Bond form.**

- L - Payment Bond.pdf

*Response required

*5.6.10. If awarded the Payment Bond will need to be provided.**

☒ Yes
☐ No

*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. 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

5.7. Grant Required Certifications

*5.7.1. Please provide the company's System for Award Management Unique Identity Number (UEI#) in the attached document and upload.**

Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

*Response required

*5.7.2. Please fill out and sign the Conflict of Interest Summary of Rules for CDBG Contractors and upload here.**

Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

*Response required

5.7.3. *Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

PPlease download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

*Response required

5.7.4. *Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

*Response required

5.7.5. *Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

*Response required

5.7.6. *Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

*Response required

5.7.7. *Please fill out and sign the Non-Collusion Affidavit form and upload.***

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

*Response required

5.7.8. *Please fill out and sign the Buy America Preference (BAP), Build America, Buy America (BABA), Infrastructure Investment and Jobs Act (IIJA) form and upload.***

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

*Response required

5.8. Information Only

5.8.1. Section 3 Requirements - Information Only

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	51,500.00	51,500.00
1-2	Construction Staking	1	LS	14,000.00	14,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	6,000.00	6,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	35,000.00	35,000.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	3,020.00	3,020.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	33,060.00	33,060.00
TOTAL					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	43.10	152,229.20
2-2	Connect to Exist. Force Main w/fitting included	2	EA	6,100.00	12,200.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	330.00	118,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	12,815.00	51,260.00
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	2,635.00	2,635.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	1,930.00	27,020.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	3,830.00	7,660.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	3,690.00	3,690.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	9,440.00	113,280.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	855.00	1,710.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	50.70	42,435.90
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	57.10	22,840.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	64.45	179,171.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	102.35	12,384.35
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	5,400.00	5,400.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	2,175.00	45,675.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	3.90	29,913.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	72.30	15,833.70
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	37.30	205,896.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	600.00	7,200.00
TOTAL					

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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

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

PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-
CONTACT NAME:	COMMERCIAL DEPT
PHONE (A/C, No, Ext):	(956)685-1937 **FAX (A/C, No):** (956)702-7556
E-MAIL ADDRESS:	INFOCL@VIP-INS.NET
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : Kinsale Insurance Company	38920
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	VCCS, LLC 3314 PRESTWICK ST. EDINBURG TX 78542-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	0100305335-1	06/06/2025	06/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS 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	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0002111842-25	06/07/2025	06/07/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

AI 130906

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

AUTHORIZED REPRESENTATIVE

Fax: ( ) -

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 02/25/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: VCCS, LLC
(Full, correct legal name)

- Address: 3314 Prestwick St. Edinburg, Texas 78542
- Telephone/Fax: (956) 404-5787
- Email address: Oscar@vccsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 4 (years) 2 (months)

c. State the number of full-time employees at the Edinburg office. 4

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Oscar Baeta
Address: 3314 Prestwick St. Edinburg, Texas 78542
Telephone: (956) 404-5787
Fax: _____
Email: Oscar@vccsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
AVRO Logistics

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

SENATE BILL 13 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of

UCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

SENATE BILL 19 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of

VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

VCCS, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

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 N/A

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 N/A

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). N/A

7

Oscar Gerardo Baeta

Name of signatory

Signature

02/23/2026

Date

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

Reference For: VCCS LLC

Reference Company Name: GMC Transport

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: Jose Castillo

Date: 2/19/26

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder VCCS, LLC Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 3314 Prestwick St. Edinburg, Texas, 78542	**Surety** Great Midwest Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 800 Gessner Rd. Suite 600 Houston, TX 770024
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78539	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** 2026-03 Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Bid Due Date: **[Enter date bid is due]** 02/24/2026

Bond

Penal Sum: **[Amount]**

Date of Bond: **[Date]**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
VCCS, LLC *(Full formal name of Bidder)*	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Oscar Boeta *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Managing Member	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

VCCS, LLC.
10966 Business 83
La Feria, TX 78559

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Edinburg Bid #2026-03 Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

SURETY:
(Name, legal status and principal place of business)
Great Midwest InsuranceCompany
800 Gessner Rd., Suite 600
Houston, TX 770224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January 2026

(Witness)	VCCS, LLC. *(Principal)* *(Seal)*
	(Title) Luis Martinez, Managing Member
(Witness)	Great Midwest InsuranceCompany *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Michael Benitez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

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

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

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

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

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

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

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

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

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 26th Day of January 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

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

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	VCCS, LLC		
Corporate Office			
Name:	Oscar Boeta	Phone number:	(956) 404-5787
Title:	Managing Member	Email address:	oscar@vccsllc.com
Business address of corporate office:	3314 Prestwick St. Edinburg, Texas 78542		
Local Office	SAME AS CORPORATE		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☒ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2019	State in which Business was formed:	Tx
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Oscar Baeta	Title:	Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ 5,000,000.00
Name:	Luis Martinez	Title:	Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ 5,000,000.00
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	TxDOT	2020
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Luis Martinez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	2027

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	800 Gessner Rd. Suite 600 Houston, Tx 77024

Physical Address (principal place of business):	Same as mailing		
Phone (main):	(713) 973-0226	Phone (claims):	(713) 973-0226

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Company	Commercial General Liability
Texas Mutual Insurance	Workers Comp
Clear Blue Insurance	Automobile Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	PO Box 3783 McAllen Tx 78502		
Physical Address (principal place of business):	400 W Expressway 83 San Juan Tx 78589		
Phone (main):	(956) 685-1937	Phone (claims):	(956) 685-1937

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	28
Estimate of revenue for the current year:	1,700,000
Estimate of revenue for the previous year:	1,093,810

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

Years of experience with projects like the proposed project:	15+			
As a general contractor:	5	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: VCCS LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Oscar Booth
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 02/23/2026
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 3314 Prestwick St. Edinburg, Tx 78542

Designated Representative:

Name: Oscar Boeta
(typed or printed)

Title: _____
(typed or printed)

Address: 3314 Prestwick St. Edinburg, Tx 78542

Phone: 956 404-5787

Email: oscar@vccsllc.com

Schedule A—Current Projects

Name of Organization	~~Riverwood Subdivision~~ VCCS LLC			
Project Owner	Spacelund Investments, LLC	Project Name	Riverwood Subdivision	
General Description of Project	Construction of residential Subdivision 29.25 Acres			
Project Cost	1,276,743.40	Date Project	August 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Emiliano Garcia	Luis Martinez	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Sullivan	Owner	MS Construction	956-408-6974	marksullivan@msconstructionservices.com
Designer	Mario Reyna	Member	Melden & Hunt	956-381-0981	
Construction Manager	Juan Celis	Manager	MS Construction	956-590-3102	juanfcelis@gmail.com

Project Owner	City of Brownsville	Project Name	Old Hwy 77	
General Description of Project	Roadway, stormwater and utilities from Morrison Rd to Ruben Torres Blvd			
Project Cost	904,083.15	Date Project	October 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Mitch Kelly	Mitch Kelly	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Doroteo Guerra	Engineer	City of Brownsville	956-541-1012	Doroteo.Guerra@brownsvilletx.gov
Designer	Sarah DeBerry	Engineer	Hinson Professional Services	956-541-1155	SDeBerry@hinson-inc.com
Construction Manager	Brandon Byrd	Project Manager	Mirko Contracting	361-561-6256	brandon@mirkocontracting.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	VCCS LLC			
Project Owner	City of Lufkin	Project Name	Lufkin Water Plant	
General Description of Project	Installation of Water Line on Water Plant.			
Project Cost	117,010.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Joe Castillo	Luis Martinez	Oscar Baeta

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jaime Sandoval	City Manager	City of Lufkin	956-797-2261	jsandoval@cityoflufkin.com
Designer	George Luzuriaga	Engineer	Fulcrum Consulting	956-777-8103	gluzuriaga@fulcrum-cs.com
Construction Manager	Gustavo Rey	Engineer	Fulcrum Consulting	956-777-8103	grey@fulcrum-cs.com

Project Owner	Alpeq Development LLC	Project Name	Santa Anna Subdivision - Sun Juan TX	
General Description of Project	Construction of residential subdivision consisting of water, sewer, storm drain and roadway			
Project Cost	1,368,062.74	Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Lupe Cantu	Luis Martinez	Oscar Baeta

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rene Pena	Owner	Alpeq Development	832-373-4343	rpena@cantuconsultingfirm.com
Designer	Milo Salinas	Principal	MZ Engineers	956-227-5327	milo@mz-engineers.com
Construction Manager	Hector Moreno	Engineer	MZ Engineers	956-222-7690	hector@mz-engineers.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Oscar Baeta	
Years of experience as project manager		10	
Years of experience with this organization		6	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		25+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwoods Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ricardo Guzman	Name	Sebastian Salinas
Title/Position	PM	Title/Position	PM
Organization	Posillico Civil	Organization	SAMES
Telephone	956 299 1419	Telephone	956 479 8151
Email	rguzman@posillicoinc.com	Email	sebastian.salinas@sam-cs.biz
Project	Milagro Subdivision	Project	Multiple
Candidate's role on project	PM	Candidate's role on project	Engineer / PM

Project Superintendent			
Name of individual		Emiliano Garcia	
Years of experience as project superintendent		25+	
Years of experience with this organization		2+	
Number of similar projects as project superintendent		40+	
Number of similar projects in other positions		70+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwood Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose Cerda	Name	Elias Galvanes
Title/Position	Owner	Title/Position	Construction Manager
Organization	Cerda & Sons, LLC	Organization	Drugados
Telephone	(956) 854-3020	Telephone	(832) 525-2095
Email	jose@cerdaandsons utility construction	Email	
Project	multiple projects	Project	I2/I69C Interchange
Candidate's role on project	PM	Candidate's role on project	~~Construction Manager~~ PM

Safety Manager			
Name of individual		Luis Martinez	
Years of experience as project manager		11	
Years of experience with this organization		6	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		30+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwoods Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	
Title/Position	Owner	Title/Position	
Organization	Garza & Hernandez Eng.	Organization	
Telephone	(956) 212-3898	Telephone	
Email	rogelio@garzahernandez.com	Email	
Project	multiple	Project	
Candidate's role on project	engineer	Candidate's role on project	

Quality Control Manager			
Name of individual		SAME AS SAFETY MANAGER	
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	Diego Gonzalez	Name	Cesar Garcia
Title/Position	Regional Director - Structures	Title/Position	Superintendent
Organization	Foremost Paving	Organization	Posillico Civil
Telephone	(956) 342-0453	Telephone	956 227 7026
Email	diego@fpi-tex.com	Email	cgarcia@posillicoinc.com
Project	Borderwall Projects	Project	US77 Hwy
Candidate's role on project	Safety Manager	Candidate's role on project	Safety 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 23 day of February, 2026.

Oscar Gerardo Boeta
Name of Bidder

Signature of Bidder

Managing Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2014 Caterpillar 336F - Excavator	✓	
2015 John Deere 250G - Excavator	✓	
2013 John Deere 770G - Motograder	✓	
2019 John Deere 310SL - Backhoe	✓	
2014 2,000 Gal Water Truck	✓	
2019 Volvo SD45B Compactor	✓	
2008 Bomag Mixer MPH100R	✓	
1979 Gomaco GT6000-90 - Curb & Gutter	✓	
2017 JGL 10042 - Skytrack	✓	
Slurry Slacker	✓	
2016 Freightliner Dirt Truck	✓	
2016 Freightliner Dir Truck	✓	
2020 CAT AP-1000E - Paver		GMW Equipment / (956) 335-5000
2019 Dynapac CP 2700 - Pneumatic Roller		GMW Equipment / (956) 335-5000
2013 Freightliner Dirt Truck	✓	

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

ITEM	MANUFACTURER OR SUPPLIER
Slurry Lime	Valley Materials & Trucking, LLC
Rebar & Miscellaneous	CMC
PVC & Manholes	ACT Pipe & Supply
PVC & Manholes	Core & Main
PVC & Manholes	Ferguson
RCP & Inlets	Royal Ready Mix
RCP & Inlets	CAPA & Rio Grande Valley Pipe
Concrete	Royal Ready Mix
Concrete	CAPA
Flexbase	CAPA
Flexbase	Martin Marietta
Flexbase	Vulcan Materials
Asphalt	Valley Asphalt
Asphalt	CAPA
Oil & Emulsifies	Valero
Silt Fence	GEO Solutions
Geogrid	GEO Solutions
Signs	Delta Signs

BIDDER

Executed this: 23 Day of : February 20. 26

By: VCCS, LLC
BIDDER

Title: Managing Member

NOTARY PUBLIC

State of Texas
County of: Cameron

Subscribed and sworn to before me this: 2/23/2026

Carlos Manuel San Martin Maury
NOTARY PUBLIC

CARLOS MANUEL SAN MARTIN MAURY NOTARY PUBLIC STATE OF TEXAS EXP. 12/16/2029

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

02/23/2026

VCCS, 3314 Prestwick St. Edinburg, Texas 78542 [*Date*]

[*Name and address*]

Dear [*Name of Owner*] : Oscar Boeta

The undersigned party certifies that [*Name of bidding company*] VCCS, 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.

Oscar Boeta
Printed name

Signature

Managing Member
Position in bidding company

02/23/2026
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Cameron

BEFORE ME, the undersigned authority, on this day personally appeared

Oscar Gerardo Boeta Rodriguez, who
[Affiant]

being by me duly sworn on his oath stated that he is Managing Member, of
[Title]

VCCS, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2/23/2026.
[Date]

Notary Public in and for the State of TEXAS

Carlos Manuel SanMartin Maury
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 12/18/2029
[Expiration Date]

END OF DOCUMENT

CARLOS MANUEL SAN MARTIN MAURY NOTARY PUBLIC STATE OF TEXAS ID 1655-3852 EXP 12/18/2029

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: VCCS, LLC
State of Incorporation: Texas
Mailing Address: 3314 Prestwick St. Edinburg, Texas 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Oscar G. Baeta / Managing Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

02/25/2026
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

VCCS, LLC
[Typed Name of Company:]

Oscar Baeta / Managing Member
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

02/23/2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: V44RV6K8H785

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

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

What is the UEI?

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

How do I register with SAM?

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

SAM.GOV

VCCS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V44RV6K8H785	**19BP8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 13, 2027**	
Physical Address	Mailing Address	
10966 Business 83 **La Feria, Texas 78559-4437** **United States**	**3314 Prestwick ST** **Edinburg, Texas 78542** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 24, 2026	**Feb 13, 2026**	**Mar 12, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 22, 2019	**Dec 31**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure
Partnership or Limited Liability Partnership

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
DOT Certified DBE

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

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
19BP8

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********43**

Lock Box Number
(blank)

Financial Institution
RALLY CREDIT UNION

Account Number
*********97**

Automated Clearing House

Phone (U.S.)
9564045787

Email
(blank)

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

Fax
(blank)

Remittance Address

VCCS, LLC
3314 Prestwick ST
Edinburg, Texas 78542
United States

Taxpayer Information

EIN
*******6831**

Type of Tax
Applicable Federal Tax

Taxpayer Name
VCCS LLC

Tax Year (Most Recent Tax Year)
2025

Name/Title of Individual Executing Consent
Managing Member

TIN Consent Date
Feb 13, 2026

Address
3314 Prestwick ST
Edinburg, Texas 78542

Signature
Oscar Boeta

Points of Contact

Accounts Receivable POC

Oscar G Boeta, Managing Member
oscar@vccsllc.com

9564045787

Electronic Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Government Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$1,000,000.00

Number of Employees (in accordance with 13 CFR 121)
10

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

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: 02/23/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory: _____

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- [X] I have no conflict of interest to disclose
- [ ] I have the following conflict of interest to disclose:

_____

_____

_____

Date: 02/23/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory: 

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: VCCS LLC

Address and Zip Code: 3314 Prestwick St
Edinburg TX, 78542

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)
   City of Brownsville - Old Hwy 77
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.

Luis S. Martinez – Managing Member
(Name and Title of Signer – please type)

Signature _____ Date 2/23/26

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

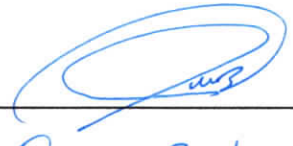
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Oscar Boeta

Title of Contractor's Authorized Official: Managing Member

Date: 02/23/2026

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Oscar Boeta	Managing Member
NAME	TITLE
	02/23/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Oscar Boeta, being the first duly sworn, deposes and says that:

1. He/she is Managing Member (Owner, partner, etc.) VCCS, LLC (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 02/25/2026

Title: Managing Member

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 02/23/2026

Signature: _____

Company Name: VCCS, LLC

Title: Managing Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: Bid#: 2026-03

Project: Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

Bidder: VCCS, LLC
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

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

One million one hundred ninety nine eight hundred thirteen 15/100 (Dollars)
[Print or type in words, Bidder's Total Bid Price]

($ 1,199,813.15)
[Print or type in figures, Bidder's Total Bid Price]

300 Calendar Days
[Working Days]

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

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

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

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

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

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

2.0 CONTRACT TIME

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

3.0 ADDENDA

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

Addendum No. 1, dated 12/07/2025

Addendum No. 2, dated 01/30/2026

Addendum No. 3, dated 02/12/2026

Addendum No. 4, dated 02/23/2026

Addendum No. 5, dated 02/24/2026

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

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

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

5.0 SIGNATURES:

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

By: _____ 02/24/2026
[Signature]** [Date]

Name: Oscar Gerardo Boeta Rodriguez Managing Member
[Please print or type name] [Title]

Address: 3314 Prestwick St. Edinburg, Texas 78542
[Mailing]

[Street, if different]

Telephone: (956) 404-5797
[Print or type telephone number]

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

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

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

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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

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

PRODUCER
San Juan Ins Agency, Inc
Valley Ins Providers&/orTruckers Ins
PO Box 3783
McAllen TX 78502-

CONTACT NAME: COMMERCIAL DEPT
PHONE (A/C, No, Ext): (956)685-1937 **FAX (A/C, No):** (956)702-7556
E-MAIL ADDRESS: INFOCL@VIP-INS.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : Texas Mutual Insurance Co	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VCCS, LLC
3314 PRESTWICK ST.
EDINBURG TX 78542-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	0100305335-1	06/06/2025	06/06/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	0002111842-25	06/07/2025	06/07/2026	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION AI 130906

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

AUTHORIZED REPRESENTATIVE

Fax: ( ) -

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

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

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

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: L122365	**CONTACT NAME:** Rick Tamez **PHONE (A/C, No, Ext):** 956-969-3000 **FAX (A/C, No):** 956-969-3001 **E-MAIL ADDRESS:** Certsse@acrisure.com
INSURED VCCS LLC dba AVRO Logistics 10966 US 83 Business La Feria TX 78559 VCCSLLC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Clear Blue Insurance Company, Inc. / 28860 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1152050010 **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 	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AQ1YTX010660-00	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UIM/Um	$ 500,000 $ $ $ $ 85,000
	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	 $ $ $

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

2016 Freightliner VIN: 1FUJGEBGXGLHS1535
2016 Freightliner VIN: 1FUJGEBG8GLHS1534
2018 International VIN: 3HCDZTZR6JL501850
2004 International VIN: 1HSMMAAN64H676909

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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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: 02/25/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: VCCS, LLC
(Full, correct legal name)

- Address: 3314 Prestwick St. Edinburg, Texas 78542
- Telephone/Fax: (956) 404-5787
- Email address: Oscar@vccsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 4 (years) 2 (months)

c. State the number of full-time employees at the Edinburg office. 4

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Oscar Baeta
Address: 3314 Prestwick St. Edinburg, Texas 78542
Telephone: (956) 404-5787
Fax: _____
Email: Oscar@vccsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
AVRO Logistics

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

SENATE BILL 13 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of

UCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

SENATE BILL 19 VERIFICATION

I, Oscar Gerardo Boeta, the undersigned representative of

VCCS, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Oscar Boeta / Managing Member

TYPE/PRINT NAME AND TITLE:

02/23/2026

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

VCCS, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

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 N/A

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 N/A

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). N/A

7

Oscar Gerardo Baeta

Name of signatory

Signature

02/23/2026

Date

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

Reference For: VCCS LLC

Reference Company Name: GMC Transport

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: Jose Castillo

Date: 2/19/26

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder VCCS, LLC Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 3314 Prestwick St. Edinburg, Texas, 78542	**Surety** Great Midwest Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 800 Gessner Rd. Suite 600 Houston, TX 770224
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78539	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** 2026-03 Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Bid Due Date: **[Enter date bid is due]** 02/24/2026

Bond

Penal Sum: **[Amount]**

Date of Bond: **[Date]**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
VCCS, LLC *(Full formal name of Bidder)*	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Oscar Boeta *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Managing Member	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

VCCS, LLC.
10966 Business 83
La Feria, TX 78559

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT:
5% Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Edinburg Bid #2026-03 Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

SURETY:
(Name, legal status and principal place of business)
Great Midwest InsuranceCompany
800 Gessner Rd., Suite 600
Houston, TX 770224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January 2026

(Witness)	VCCS, LLC. *(Principal)* *(Seal)*
	(Title) Luis Martinez, Managing Member
(Witness)	Great Midwest InsuranceCompany *(Surety)* *(Seal)*
	(Title) Attorney-in-Fact Michael Benitez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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061110

POWER OF ATTORNEY

Great Midwest Insurance Company

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

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

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

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

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

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

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

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

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 26th Day of January 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

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

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	VCCS, LLC		
Corporate Office			
Name:	Oscar Boeta	Phone number:	(956) 404-5787
Title:	Managing Member	Email address:	oscar@vccsllc.com
Business address of corporate office:	3314 Prestwick St. Edinburg, Texas 78542		
Local Office	SAME AS CORPORATE		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☒ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2019	State in which Business was formed:	Tx
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Oscar Baeta	Title:	Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ 5,000,000.00
Name:	Luis Martinez	Title:	Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ 5,000,000.00
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	TxDOT	2020
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Luis Martinez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	2027

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Great Midwest Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	800 Gessner Rd. Suite 600 Houston, Tx 77024

Physical Address (principal place of business):	Same as mailing		
Phone (main):	(713) 973-0226	Phone (claims):	(713) 973-0226

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Company	Commercial General Liability
Texas Mutual Insurance	Workers Comp
Clear Blue Insurance	Automobile Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	PO Box 3783 McAllen Tx 78502		
Physical Address (principal place of business):	400 W Expressway 83 San Juan Tx 78589		
Phone (main):	(956) 685-1937	Phone (claims):	(956) 685-1937

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	28
Estimate of revenue for the current year:	1,700,000
Estimate of revenue for the previous year:	1,093,810

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

Years of experience with projects like the proposed project:	15+			
As a general contractor:	5	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: VCCS LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Oscar Boota
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 02/23/2026
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 3314 Prestwick St. Edinburg, Tx 78542

Designated Representative:

Name: Oscar Boeta
(typed or printed)

Title: _____
(typed or printed)

Address: 3314 Prestwick St. Edinburg, Tx 78542

Phone: 956 404-5787

Email: oscar@vccsllc.com

Schedule A—Current Projects

Name of Organization	~~Riverwood Subdivision~~ VCCS LLC			
Project Owner	Spacelund Investments, LLC	Project Name	Riverwood Subdivision	
General Description of Project	Construction of residential Subdivision 29.25 Acres			
Project Cost	1,276,743.40	Date Project	August 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Emiliano Garcia	Luis Martinez	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Sullivan	Owner	MS Construction	956-408-6974	marksullivan@msconstructionservices.com
Designer	Mario Reyna	Member	Melden & Hunt	956-381-0981	
Construction Manager	Juan Celis	Manager	MS Construction	956-590-3102	juanfcelis@gmail.com

Project Owner	City of Brownsville	Project Name	Old Hwy 77	
General Description of Project	Roadway, stormwater and utilities from Morrison Rd to Ruben Torres Blvd			
Project Cost	904,083.15	Date Project	October 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Mitch Kelly	Mitch Kelly	Oscar Botello

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Doroteo Guerra	Engineer	City of Brownsville	956-541-1012	Doroteo.Guerra@brownsvilletx.gov
Designer	Sarah DeBerry	Engineer	Hinson Professional Services	956-541-1155	SDeBerry@hinson-inc.com
Construction Manager	Brandon Byrd	Project Manager	Mirco Contracting	361-561-6256	brandon@mircocontracting.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	VCCS LLC			
Project Owner	City of Lufkin	Project Name	Lufkin Water Plant	
General Description of Project	Installation of Water Line on Water Plant.			
Project Cost	117,010.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Joe Castillo	Luis Martinez	Oscar Baeta

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jaime Sandoval	City Manager	City of Lufkin	956-797-2261	jsandoval@cityoflufkin.com
Designer	George Luzuriaga	Engineer	Fulcrum Consulting	956-777-8103	gluzuriaga@fulcrum-cs.com
Construction Manager	Gustavo Rey	Engineer	Fulcrum Consulting	956-777-8103	grey@fulcrum-cs.com

Project Owner	Alpeq Development LLC	Project Name	Santa Anna Subdivision - Sun Juan TX	
General Description of Project	Construction of residential subdivision consisting of water, sewer, storm drain and roadway			
Project Cost	1,368,062.74	Date Project	March 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Luis Martinez	Lupe Cantu	Luis Martinez	Oscar Baeta

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rene Pena	Owner	Alpeq Development	832-373-4343	rpena@cantuconsultingfirm.com
Designer	Milo Salinas	Principal	MZ Engineers	956-227-5327	milo@mz-engineers.com
Construction Manager	Hector Moreno	Engineer	MZ Engineers	956-777-7690	hector@mz-engineers.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Oscar Baeta	
Years of experience as project manager		10	
Years of experience with this organization		6	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		25+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwoods Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ricardo Guzman	Name	Sebastian Salinas
Title/Position	PM	Title/Position	PM
Organization	Posillico Civil	Organization	SAMES
Telephone	956 299 1419	Telephone	956 479 8151
Email	rguzman@posillicoinc.com	Email	sebastian.salinas@sam-cs.biz
Project	Milagro Subdivision	Project	Multiple
Candidate's role on project	PM	Candidate's role on project	Engineer / PM

Project Superintendent			
Name of individual		Emiliano Garcia	
Years of experience as project superintendent		25+	
Years of experience with this organization		2+	
Number of similar projects as project superintendent		40+	
Number of similar projects in other positions		70+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwood Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose Cerda	Name	Elias Galvanes
Title/Position	Owner	Title/Position	Construction Manager
Organization	Cerda & Sons, LLC	Organization	Drugados
Telephone	(956) 854-3020	Telephone	(832) 525-2095
Email	jose@cerdaandsons utility construction	Email	
Project	multiple projects	Project	I2/I69C Interchange
Candidate's role on project	PM	Candidate's role on project	~~Construction Manager~~ PM

Safety Manager			
Name of individual		Luis Martinez	
Years of experience as project manager		11	
Years of experience with this organization		6	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		30+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Riverwoods Subdivision		50%	July 2026
Old Hwy 77		40%	December 2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	
Title/Position	Owner	Title/Position	
Organization	Garza & Hernandez Eng.	Organization	
Telephone	(956) 212-3898	Telephone	
Email	rogelio@garzahernandez.com	Email	
Project	multiple	Project	
Candidate's role on project	engineer	Candidate's role on project	

Quality Control Manager			
Name of individual		SAME AS SAFETY MANAGER	
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	Diego Gonzalez	Name	Cesar Garcia
Title/Position	Regional Director - Structures	Title/Position	Superintendent
Organization	Foremost Paving	Organization	Posillico Civil
Telephone	(956) 342-0453	Telephone	956 227 7026
Email	diego@fpi-tex.com	Email	cgarcia@posillicoinc.com
Project	Borderwall Projects	Project	US77 Hwy
Candidate's role on project	Safety Manager	Candidate's role on project	Safety 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 23 day of February, 2026.

Oscar Gerardo Boeta
Name of Bidder

Signature of Bidder

Managing Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2014 Caterpillar 336F - Excavator	✓	
2015 John Deere 250G - Excavator	✓	
2013 John Deere 770G - Motograder	✓	
2019 John Deere 310SL - Backhoe	✓	
2014 2,000 Gal Water Truck	✓	
2019 Volvo SD45B Compactor	✓	
2008 Bomag Mixer MPH100R	✓	
1979 Gomaco GT6000-90 - Curb & Gutter	✓	
2017 JGL 10042 - Skytrack	✓	
Slurry Slacker	✓	
2016 Freightliner Dirt Truck	✓	
2016 Freightliner Dir Truck	✓	
2020 CAT AP-1000E - Paver		GMW Equipment / (956) 335-5000
2019 Dynapac CP 2700 - Pneumatic Roller		GMW Equipment / (956) 335-5000
2013 Freightliner Dirt Truck	✓	

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

ITEM	MANUFACTURER OR SUPPLIER
Slurry Lime	Valley Materials & Trucking, LLC
Rebar & Miscellaneous	CMC
PVC & Manholes	ACT Pipe & Supply
PVC & Manholes	Core & Main
PVC & Manholes	Ferguson
RCP & Inlets	Royal Ready Mix
RCP & Inlets	CAPA & Rio Grande Valley Pipe
Concrete	Royal Ready Mix
Concrete	CAPA
Flexbase	CAPA
Flexbase	Martin Marietta
Flexbase	Vulcan Materials
Asphalt	Valley Asphalt
Asphalt	CAPA
Oil & Emulsifies	Valero
Silt Fence	GEO Solutions
Geogrid	GEO Solutions
Signs	Delta Signs

BIDDER

Executed this: 23 Day of : February 20. 26

By: VCCS, LLC
BIDDER

Title: Managing Member

NOTARY PUBLIC

State of Texas
County of: Cameron

Subscribed and sworn to before me this: 2/23/2026

Carlos Manuel San Martin Maury
NOTARY PUBLIC

CARLOS MANUEL SAN MARTIN MAURY NOTARY PUBLIC STATE OF TEXAS EXP. 12/16/2029

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

02/23/2026

VCCS, 3314 Prestwick St. Edinburg, Texas 78542 [*Date*]

[*Name and address*]

Dear [*Name of Owner*] : Oscar Boeta

The undersigned party certifies that [*Name of bidding company*] VCCS, 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.

Oscar Boeta
Printed name

Signature

Managing Member
Position in bidding company

02/23/2026
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Cameron

BEFORE ME, the undersigned authority, on this day personally appeared

Oscar Gerardo Boeta Rodriguez, who
[Affiant]

being by me duly sworn on his oath stated that he is Managing Member, of
[Title]

VCCS, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2/23/2026.
[Date]

Notary Public in and for the State of TEXAS

Carlos Manuel SanMartin Maury
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 12/18/2029
[Expiration Date]

END OF DOCUMENT

CARLOS MANUEL SAN MARTIN MAURY NOTARY PUBLIC STATE OF TEXAS ID 1655-3852 EXP 12/18/2029

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: VCCS, LLC
State of Incorporation: Texas
Mailing Address: 3314 Prestwick St. Edinburg, Texas 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Oscar G. Baeta / Managing Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

02/25/2026
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

VCCS, LLC
[Typed Name of Company:]

Oscar Baeta / Managing Member
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

02/23/2026
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: V44RV6K8H785

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

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

What is the UEI?

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

How do I register with SAM?

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

SAM.GOV

VCCS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V44RV6K8H785	**19BP8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 13, 2027**	
Physical Address	Mailing Address	
10966 Business 83 **La Feria, Texas 78559-4437** **United States**	**3314 Prestwick ST** **Edinburg, Texas 78542** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 24, 2026	**Feb 13, 2026**	**Mar 12, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 22, 2019	**Dec 31**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure
Partnership or Limited Liability Partnership

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
DOT Certified DBE

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

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
19BP8

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********43**

Lock Box Number
(blank)

Financial Institution
RALLY CREDIT UNION

Account Number
*********97**

Automated Clearing House

Phone (U.S.)
9564045787

Email
(blank)

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

Fax
(blank)

Remittance Address

VCCS, LLC
3314 Prestwick ST
Edinburg, Texas 78542
United States

Taxpayer Information

EIN
*******6831**

Type of Tax
Applicable Federal Tax

Taxpayer Name
VCCS LLC

Tax Year (Most Recent Tax Year)
2025

Name/Title of Individual Executing Consent
Managing Member

TIN Consent Date
Feb 13, 2026

Address
3314 Prestwick ST
Edinburg, Texas 78542

Signature
Oscar Boeta

Points of Contact

Accounts Receivable POC

Oscar G Boeta, Managing Member
oscar@vccsllc.com

9564045787

Electronic Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Government Business

Oscar G Boeta, Managing Member
oscar@vccsllc.com
9564045787

3314 Prestwick ST
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237990	**Other Heavy And Civil Engineering Construction**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$1,000,000.00

Number of Employees (in accordance with 13 CFR 121)
10

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

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: 02/23/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

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

- [X] I have no conflict of interest to disclose
- [ ] I have the following conflict of interest to disclose:

_____

_____

_____

Date: 02/23/2026

Company/Vendor Name: VCCS, LLC

Printed Name and Title: Oscar Boeta / Managing Member

Authorized Signatory: 

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: VCCS LLC

Address and Zip Code: 3314 Prostwick St
Edinburg TX, 78542

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)
   City of Brownsville - Old Hwy 77
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.

Luis S. Martinez – Managing Member
(Name and Title of Signer – please type)

Signature _____ Date 2/23/26

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

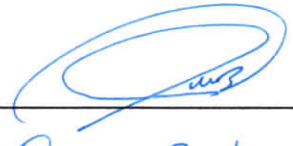
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Oscar Boeta

Title of Contractor's Authorized Official: Managing Member

Date: 02/23/2026

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Oscar Boeta	Managing Member
NAME	TITLE
	02/23/2026
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Oscar Boeta, being the first duly sworn, deposes and says that:

1. He/she is Managing Member (Owner, partner, etc.) VCCS, LLC (Company) the Bidder that has submitted the attached Bid;

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

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

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

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

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

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

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

Signature: _____ Date: 02/25/2026

Title: Managing Member

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 02/23/2026

Signature: _____

Company Name: VCCS, LLC

Title: Managing Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____



SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

EXHIBIT B

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part with Federal Community Development Block Grant (CDBG) funds made available to the City of Edinburg through the U.S. Department of Housing and Urban Development (HUD). These additional provisions apply when CDBG is used to finance eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions.The Contractor shall include this Exhibit in all subcontracts and ensure that it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except wherethe assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can beconsidered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contractsthat are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion,sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
3. Post in conspicuous places, available to employees and applicants for employment, notices to

be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein asExhibit N to ensure notification of employees.

4. In all solicitations or advertisements for employees' state that all qualified applicants will receiveconsiderations for employment without regard to race, color, religion, sex or national origin;
5. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the saidlabor union or workers' representative of the E.E.O. commitments under this section, and shall postcopies of the notice in conspicuous place available to employees and applicants for employment;
6. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
7. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit accessto his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
8. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in wholeor in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and
9. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enterinto such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies;and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that inthe event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor orsupplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department ofHousing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309

The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in wholeor in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15

The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135

The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State

and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $200,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment-segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest –2 CFR Part 200.112 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern theperformance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest,real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

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 Departmentof 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 violationsto 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 mustreport 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 Part 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 Orders12549 (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 byagencies, 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]

SECTION 3 CLAUSE

Section 3 projects include housing rehabilitation, housing construction and **other public construction projects** assisted under HUD programs that provide housing and **community development financial assistance** when the total amount of assistance to the **project exceeds a threshold of $200,000**.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

This Agreement will be effective on **April 21, 2026** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

License No.: _____
(where applicable)

State:

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City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[VCCS, LLC.] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

VCCS, LLC. Response

CONTACT INFORMATION

Company:
VCCS, LLC.

Email:
oscar@vccsllc.com

Contact:
Oscar Boeta

Address:
3314 Prestwick St
Edinburg, TX 78542

Phone:
N/A

Website:
N/A

Submission Date:
Feb 27, 2026 8:59 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #2
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #3
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #4
Confirmed Feb 23, 2026 6:13 PM by Oscar Boeta

Addendum #5
Confirmed Feb 24, 2026 7:18 PM by Oscar Boeta

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Entire_Proposal.pdf

2. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

00310_-Form_of_Proposal.pdf

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

Oscar_Boeta-_Registered_Agent.png

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_VCCS.pdf
Proof_of_Insurance_VCCS_LLC_dba_AVRO_Logistics.pdf

5. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CONFLICT_OF_INTEREST.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

C_-_Bid_Bond_-_SECTION_01311.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECT.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

K_-_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment.pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Pass

Please download the document below, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 2._Conflict_of_Interest_Dis...

2._Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

PPlease download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

3._CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

5._Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

6._Non-Lobbying_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

7._Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Pass

Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

9._Build_America,_Buy_America_Certification.pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Pass

Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$51,500.00	$51,500.00
1-2	Construction Staking	1	LS	$14,000.00	$14,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$6,000.00	$6,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$35,000.00	$35,000.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,020.00	$3,020.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$33,060.00	$33,060.00
TOTAL					**$142,580.00**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$43.10	$152,229.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$6,100.00	$12,200.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$330.00	$118,800.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$12,815.00	$51,260.00
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$2,635.00	$2,635.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,930.00	$27,020.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$3,830.00	$7,660.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$3,690.00	$3,690.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$9,440.00	$113,280.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$855.00	$1,710.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$50.70	$42,435.90
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$57.10	$22,840.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$64.45	$179,171.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$102.35	$12,384.35
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$5,400.00	$5,400.00
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$2,175.00	$45,675.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$3.90	$29,913.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$72.30	$15,833.70
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$37.30	$205,896.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$600.00	$7,200.00
TOTAL					**$1,057,233.15**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[SAENZ UTILITY CONTRACTORS LLC] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

Saenz Utility Contractors LLC Response

CONTACT INFORMATION

Company:
Saenz Utility Contractors LLC

Email:
projects@saenzutility.com

Contact:
Juan Saenz

Address:
22290 N FM 88
Edcouch, TX 78538

Phone:
(956) 262-8506

Website:
www.saenzutility.com

Submission Date:
Feb 26, 2026 5:43 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 30, 2026 8:43 AM by juan saenz

Addendum #2
Confirmed Feb 16, 2026 7:59 AM by juan saenz

Addendum #3
Confirmed Feb 16, 2026 7:59 AM by juan saenz

Addendum #4
Confirmed Feb 23, 2026 4:28 PM by Juan Saenz

Addendum #5
Confirmed Feb 26, 2026 1:22 PM by Juan Saenz

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

One_complete_PDF_Document.pdf

2. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

Form_of_Proposal-signed.pdf

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

Company_Certificates.pdf

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_Saenz_Utility_25-26.pdf

5. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

conflict_of_interest_diclosure_edinburg_lift_station.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE-No_Signature_needed.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

GENERAL_QUESTIONNAIRE_-LItigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
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1) does not boycott Israel; and

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

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- HOUSE_BILL_89_VERIFICATION.pdf

House_bill_89_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
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Senate_bill_13_verification.pdf

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- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_verification.pdf

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CONFLICT OF INTEREST

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CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Saenz_Utility_Contractors_Letter_of_Recommendation.pdf
FFM_Reference_(1).pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond_Lift_Station.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidder's_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Certificate_of_bidders_qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_&_Material_supplier_list.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Saenz_Utility_Letter_to_City_of_Edinburg.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

K_-_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance_edinburg_lift_station.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certification_regarding_department,_suspension_and_other_responsability_matters.pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

System_for_Award_Management.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

conflict_of_interest_diclosure-NEW.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
PPlease download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

Community_development_block_grant_program_affidavit_regarding_Coi.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

certification_of_bidder_trgarding_equal_emplyment_opportunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

clean_air_and_water_certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

certification_of_non_lobbying_activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

Non_collusion_affidavit_respondents.pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

Buy_America_Requirements.pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION 3 INFORMATION ONLY.pdf

SECTION_3_INFORMATION_ONLY_(3).pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$5,000.00	$5,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-2	Construction Staking	1	LS	$10,000.00	$10,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,500.00	$3,500.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$8,500.00	$8,500.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$3,500.00	$3,500.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$4,500.00	$4,500.00
TOTAL					$35,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$50.00	$176,600.00
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$2,000.00	$4,000.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$450.00	$162,000.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$8,300.00	$33,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$2,670.00	$2,670.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,400.00	$19,600.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$5,500.00	$11,000.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$2,500.00	$2,500.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$15,500.00	$186,000.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$600.00	$1,200.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$75.00	$62,775.00
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$100.00	$40,000.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$110.00	$305,800.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$210.00	$25,410.00
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$6,000.00	$6,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$1,350.00	$28,350.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$3.00	$23,010.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$160.00	$35,040.00
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$35.00	$193,200.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$1,000.00	$12,000.00
TOTAL					**$1,330,355.00**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

GO UNDERGROUND LLC Response

CONTACT INFORMATION

Company:
GO UNDERGROUND LLC

Email:
goexcavate@yahoo.com

Contact:
Joe olivares

Address:
211 W Jefferson Ave
Ste 7
Harlingen, TX 78550

Phone:
N/A

Website:
GOUNDERGROUND.NET

Submission Date:
Feb 27, 2026 9:47 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 18, 2025 12:14 PM by Joe olivares

Addendum #2
Confirmed Jan 30, 2026 3:52 PM by Joe olivares

Addendum #3
Confirmed Feb 16, 2026 9:38 AM by Joe olivares

Addendum #4
Confirmed Feb 26, 2026 8:20 AM by Joe olivares

Addendum #5
Confirmed Feb 26, 2026 8:20 AM by Joe olivares

QUESTIONNAIRE

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

Please do not upload multiple files.

Revised_Bid_Form_Addendum_No._3.pdf

2. 00310 Form of Propsal*
Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

Form_of_Proposal_(signed).pdf

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

Compliance_Packet.docx

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Auto_Insurance_State_Farm.pdf
Insured's_Copy_-_Acord.pdf

5. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_(1)_-_signed.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(1).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(1).pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_(1).pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_Form_-_signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation_(1).pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

12-23-25_Exc_BB_-_signed.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications_-_Signed.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications_(1).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430_(1).pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

K_-_Performance_Bond_(1).pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond_(1).pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_(1)_-_signed.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645_(1).pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_(1).pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Please download the document below, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

1._SAM.UEI.Vendor_Information_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 2._Conflict_of_Interest_Dis...

2._Conflict_of_Interest_Disclosure_(1)_-_Signed.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
PPlease download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

3._CDBG_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 5._Clean_Air_&_Water_Certif...

5._Clean_Air_&_Water_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 6._Non-Lobbying_Certificati...

6._Non-Lobbying_Certification_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 7._Non-Collusion_Affidavit_...

7._Non-Collusion_Affidavit_(1)_(1).pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 9._Build_America,_Buy_Ameri...

9._Build_America,_Buy_America_Certification_(1).pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY_(1).pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$75,000.00	$75,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-2	Construction Staking	1	LS	$10,000.00	$10,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$4,000.00	$4,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$19,200.00	$19,200.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$4,000.00	$4,000.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$12,000.00	$12,000.00
TOTAL					$124,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$91.11	$321,800.52
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$3,550.00	$7,100.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$328.05	$118,098.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$7,838.75	$31,355.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$84,013.00	$84,013.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$1,626.21	$22,766.94
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$2,872.00	$5,744.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$4,400.00	$4,400.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$14,398.08	$172,776.96
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$974.00	$1,948.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$111.31	$93,166.47
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$131.31	$52,524.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$131.31	$365,041.80
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$131.31	$15,888.51
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$15,200.00	$15,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$2,596.62	$54,529.02
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$5.00	$38,350.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$55.53	$12,161.07
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$57.00	$314,640.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$3,050.00	$36,600.00
TOTAL					**$1,768,103.29**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[NM CONTRACTING,LLC] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

NM Contracting,llc Response

CONTACT INFORMATION

Company:
NM Contracting,llc

Email:
frontdesk@nmcontracting.us

Contact:
Andrew Munoz

Address:
2022 Orchid Ave
McAllen, TX 78504

Phone:
N/A

Website:
www.nmcontracting.us

Submission Date:
Feb 27, 2026 9:39 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 28, 2026 4:15 PM by Andrew Munoz

Addendum #2
Confirmed Feb 2, 2026 2:06 PM by Andrew Munoz

Addendum #3
Confirmed Feb 24, 2026 8:08 AM by Andrew Munoz

Addendum #4
Confirmed Feb 24, 2026 8:08 AM by Andrew Munoz

Addendum #5
Confirmed Feb 25, 2026 1:15 PM by Andrew Munoz

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Bid_Package.pdf

2. 00310 Form of Propsal*

Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

Form_of_Proposal.pdf

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

No response submitted

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

9._COI_-_2026.pdf

5. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_(19).pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

18._CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Reference_for_Roma_ISD.PDF

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

bid_bond_-_lift_station.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications_(4).pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications_(4).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430_(5).pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113_(6).pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

perfromance_bond_-_lift.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

6.7_-_lift.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_(5).pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645_(6).pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_(5).pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Please download the document below, complete, and upload.

- 1._SAM.UEI.Vendor_Informati...

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 2._Conflict_of_Interest_Dis...

2._Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
PPlease download the document below, complete, and upload.

- 3._CDBG_Affidavit.pdf

3._CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 4._EEO_Certification.pdf

4._EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 5._Clean_Air_&_Water_Certif...

5._Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 6._Non-Lobbying_Certificati...

6._Non-Lobbying_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 7._Non-Collusion_Affidavit_...

7._Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 9._Build_America,_Buy_Ameri...

9._Build_America,_Buy_America_Certification.pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION_3_INFORMATION_ONLY.pdf

SECTION_3_INFORMATION_ONLY.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$80,287.06	$80,287.06

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-2	Construction Staking	1	LS	$10,243.52	$10,243.52
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$8,582.41	$8,582.41
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$23,380.15	$23,380.15
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$6,644.45	$6,644.45
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$33,222.23	$33,222.23
TOTAL					**$162,359.82**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$66.44	$234,666.08
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$8,997.69	$17,995.38
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$436.05	$156,978.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$12,264.54	$49,058.16

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$4,014.35	$4,014.35
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$3,045.37	$42,635.18
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$4,844.91	$9,689.82
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$16,611.12	$16,611.12
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$39,700.57	$476,406.84
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$3,931.29	$7,862.58
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$105.21	$88,060.77
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$114.22	$45,688.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$159.19	$442,548.20
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$202.10	$24,454.10
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$10,921.81	$10,921.81

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$3,516.02	$73,836.42
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$9.42	$72,251.40
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$179.96	$39,411.24
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$45.68	$252,153.60
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$1,661.11	$19,933.32
TOTAL					**$2,085,176.37**

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

[FOREMOST PAVING, INC.] RESPONSE DOCUMENT REPORT

BID No. BID 2026-03

Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Grant No. B-24-CP-TX-2090

RESPONSE DEADLINE: February 27, 2026 at 10:00 am

Report Generated: Friday, February 27, 2026

Foremost Paving, Inc. Response

CONTACT INFORMATION

Company:
Foremost Paving, Inc.

Email:
jimmie@fpitex.com

Contact:
jimmie mcpherson

Address:
PO Box 29
Weslaco, TX 78599

Phone:
N/A

Website:
www.foremostpaving.com

Submission Date:
Feb 27, 2026 9:09 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 23, 2026 1:35 PM by jimmie mcpherson

Addendum #2
Confirmed Feb 23, 2026 1:35 PM by jimmie mcpherson

Addendum #3
Confirmed Feb 23, 2026 1:46 PM by jimmie mcpherson

Addendum #4
Confirmed Feb 24, 2026 9:20 AM by jimmie mcpherson

Addendum #5
Confirmed Feb 24, 2026 4:54 PM by jimmie mcpherson

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

1_-_Proposal.pdf

2. 00310 Form of Propsal*
Please download the below documents, complete, and upload.

- 00310_Form_of_Proposal.pdf

00310_Form_of_Proposal.pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

3_-_Sample_COI_-_For_Bid_Purposes_Only_FPI_1-23-2026_.pdf

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

4.1_CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

4.2_GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4.5_SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

4.7_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

6. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

5.1_B_-_Past_Performance_Evaluation_-_SDI.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

5.2_C_-_Bid_Bond_-_SECTION_01311.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

5.3_D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

5.4_E_-_Certificate_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

5.5_F_-_Equipment_&_Material_List_-_SECTION_00430.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

5.6_G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K_-_Performance_Bond.pdf

5.7_K_-_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

5.9_L_-_Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

5.11_M_-_Affidavit_of_Insurance_Document_00615.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

5.12_N_-_Form_of_Business_Document_00645.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

5.13_O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

7. Grant Required Certifications

PLEASE PROVIDE THE COMPANY'S SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) IN THE ATTACHED DOCUMENT AND UPLOAD.*
Please download the document below, complete, and upload.

- 1. SAM.UEI.Vendor Informati...

6.1_SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 2. Conflict of Interest Dis...

6.2_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
PPlease download the document below, complete, and upload.

- 3. CDBG Affidavit.pdf

6.3_CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 4. EEO Certification.pdf

6.4_EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 5. Clean Air & Water Certif...

6.5_Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download the document below, complete, and upload.

- 6. Non-Lobbying Certificati...

6.6_Non-Lobbying_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 7. Non-Collusion Affidavit ...

6.7_Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE BUY AMERICA PREFERENCE (BAP), BUILD AMERICA, BUY AMERICA (BABA), INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FORM AND UPLOAD.**
Please download the document below, complete, and upload.

- 9. Build America, Buy Ameri...

6.8_-9._Build_America,_Buy_America_Certification.pdf

8. Information Only

SECTION 3 REQUIREMENTS - INFORMATION ONLY
Please read (Information Only)

- SECTION 3 INFORMATION ONLY.pdf

7.1.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-1	Mobilization	1	LS	$50,000.00	$50,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1-2	Construction Staking	1	LS	$30,000.00	$30,000.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$5,000.00	$5,000.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan	1	LS	$40,000.00	$40,000.00
1-5	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas for all deep excavations	1	LS	$5,000.00	$5,000.00
1-6	Erosion & Sediment Control / SW3P BMPs	1	LS	$20,000.00	$20,000.00
TOTAL					$150,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-1	Furnish and Install 8-inch PVC DR18 force main pipe according to the plans and specifications; complete in place.	3,532	LF	$90.00	$317,880.00
2-2	Connect to Exist. Force Main w/fitting included	2	EA	$5,000.00	$10,000.00
2-3	Furnish and Install 16-Inch Steel Casing w/ 8-Inch PVC DR18 force main pipe at TxDOT Highway by bore construction, according to the plans and specifications; complete in place	360	LF	$320.00	$115,200.00
2-4	Furnish and Install 2-Inch Air Release Valve with Manhole Enclosure, as per plans and specifications; complete in place	4	EA	$5,800.00	$23,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-5	Furnish and Install 8-inch TEE according to the plans and specifications; complete in place	1	EA	$3,100.00	$3,100.00
2-6	Furnish and Install 8-inch 45-degree bend according to the plans and specifications; complete in place	14	EA	$2,000.00	$28,000.00
2-7	Furnish and Install 8-inch Gate Valve & Box according to the plans and specifications; complete in place	2	EA	$3,200.00	$6,400.00
2-8	Connect 8-inch Force Main to proposed manhole according to the plans and specifications; complete in place.	1	EA	$4,600.00	$4,600.00
2-9	Furnish and Install 48-Inch Fiberglass Sanitary Sewer Manhole according to the plans and specifications; complete in place	12	EA	$23,000.00	$276,000.00
2-10	Furnish and Install 12-Inch Cap according the plans and specifications; complete in place	2	EA	$500.00	$1,000.00
2-11	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 0'-12' according to the plans and specifications; complete in place	837	LF	$100.00	$83,700.00
2-12	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 12'-14' according to the plans and specifications; complete in place	400	LF	$105.00	$42,000.00
2-13	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 14'-16' according to the plans and specifications; complete in place	2,780	LF	$350.00	$973,000.00
2-14	Furnish and Install 12-Inch Sanitary Sewer PVC SDR 26 at a depth 22'-24' according to the plans and specifications; complete in place	121	LF	$1,040.00	$125,840.00
2-15	Connect to Exist. Sanitary Sewer Manhole w/ Drop Structure according to the plans and specifications; complete in place	1	EA	$40,000.00	$40,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2-16	Furnish and Install 4-Inch Sanitary Sewer Service Connection PVC SCH 40 according to the plans and specifications; complete in place	21	EA	$5,000.00	$105,000.00
2-17	Installation and maintenance of Trench Protection per approved Trench Safety Plan	7,670	LF	$1.00	$7,670.00
2-18	Sawcut, Remove and Replace Concrete Driveway Pavement according to the plans and specifications; complete in place	219	SY	$170.00	$37,230.00
2-19	Sawcut, Remove and Replace Asphalt Street Pavement according to the plans and specifications; complete in place	5,520	SY	$45.70	$252,264.00
2-20	Proposed Manhole Concrete Apron at Manholes located within the Exist. Street according to the plans and specifications; complete in place	12	EA	$1,600.00	$19,200.00
TOTAL					**$2,471,284.00**

VCCS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
V44RV6K8H785	**19BP8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 13, 2027**	
Physical Address	Mailing Address	
10966 Business 83 **La Feria, Texas 78559-4437** **United States**	**3314 Prestwick ST** **Edinburg, Texas 78542** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 24, 2026	**Feb 13, 2026**	**Mar 12, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 22, 2019	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business
DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**19BP8**

Points of Contact

Electronic Business

Oscar G Boeta, Managing Member

3314 Prestwick ST
Edinburg, Texas 78542
United States

Government Business

Oscar G Boeta, Managing Member

3314 Prestwick ST
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237990	**Other Heavy And Civil Engineering Construction**

Disaster Response

This entity does not appear in the disaster response registry.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
AWARDING OF BID
Agenda Item No: 10.B.
Construction of Unit 7, Cell 1A

1. **Agenda Item:**
Consider Awarding Bid No. 2026-04, Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C to Longhorn Excavators, Inc., in the Amount of $2,183,306.21, and Authorize City Manager to Enter Into an Agreement Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, March 10, 2026, bids were opened for Bid 2026-04, Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C. A total of three (3) bids were received and opened. After review and tabulation of the Bid, it was revealed that two out of the three bids met the minimum requirements and specifications of the instructions to respondents and the Bid.

A recommendation by our consulting environmental engineers, WSP USA, Inc., has been submitted for Longhorn Excavator, Inc. of Richmond, Texas. Staff has verified that no monies are owed to the City by Longhorn Excavators, Inc.

The project consists of the construction of Unit 7, Cell 1A at the Type I Landfill (MSW-956C), with an approximate 370,260 square feet combined. This is a currently scheduled Sanitary Landfill Cell Construction Project for Permit 956C Sanitary Disposal Cell SD 1A. Construction schedules are updated and reviewed annually to allow for adequate disposal capacity and growth for our current contractual disposal tonnage obligations and any minor potential tonnage increase from our own city collections for the upcoming year. Additionally, it further allows the City to maintain a viable amount of marketable air space for new and/or potential clients.

If approved, this project is expected to be completed within six (6) months upon issuance of the purchase order.

Funds for this Landfill Expansion Project are available in the Capital Project Fund (Fund 211) Certificates of Obligation, Series 2025.

3. **Staff's Recommendation:**
Consider Awarding Bid No. 2026-04 Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C to Longhorn Excavators, Inc., in the Amount of $2,183,306.21, and Authorize City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:
A. Recommendation Letter

B. Bid Tabulation
C. Notice to Bidders
D. Bidders List
E. Longhorn Excavators, Inc.
F. 4X Construction Group, LLC
G. Agreement

March 18, 2026 WSP Project: US0049702.5300

City of Edinburg
Department of Solid Waste Management
8601 North Jasman Road
Edinburg, Texas 78542

Attn: Ramiro L. Gomez, Jr., Director

RE: RECOMMENDATION OF BID AWARD – CONSTRUCTION OF UNIT 7, CELL 1A
EDINBURG REGIONAL DISPOSAL FACILITY, CITY OF EDINBURG
HIDALGO COUNTY, TEXAS
MSW PERMIT NO. 956-C

Dear Gomez,

The City of Edinburg opened bids for the above referenced project on Tuesday, March 10, 2026, at the City of Edinburg City Hall. Three (3) bids were received by the designated closing time of 3 p.m. and were opened and read aloud. WSP USA Inc. prepared a tabulation of the bids received and we have included a copy for your reference. We reviewed the bids for mathematical error and did not find any errors.

As you will note from the tabulation, the low bidder is Longhorn Excavators, Inc. (Longhorn) of Richmond, Texas. Their total base bid was $2,183,306.21. We have reviewed Longhorn's bid for accuracy and compliance with the bid documents and find that the bid is mathematically accurate and was accompanied by the required bid bond and qualifications information.

Longhorn was incorporated in the State of Texas in 1993 and has extensive experience in landfill work. We contacted the references Longhorn listed in the qualifications provided with their proposal. Each of the references we contacted indicated that the work done by Longhorn had been performed satisfactorily and within or ahead of schedule and that they would be willing to hire them for future work. Our review of the qualifications submitted by Longhorn indicates that they have experience performing work like that required for the City's project.

Based on our review of Longhorn's bid and qualifications and the satisfactory responses from the references, we recommend that the City award the project to Longhorn in the amount of $2,183,306.21 (Two Million One-Hundred and Eighty Three Thousand, Three Hundred and Six Dollars and Twenty One Cents).

Should you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,
WSP USA INC.

Ananth Bukkapatnam, PE
Assistant Vice President, Geotechnical Engineering

cc: Mr. Ramiro Gomez, Jr., Director of Solid Waste Management, City of Edinburg
Region 15, TCEQ Harlingen, Texas

City of Edinburg

Bid 2026-04 - Construction of Unit 7, Cell 1A, Edinburg Regional disposal Faciity, TCEQ Permit MSW-956C

Bid Tabulation

				Bidders	*Longhorn Excavators, Inc.*		*4X Construction Group, LLC*	
Bid Items	**Description**	**Units**	**Est. Quantity**		**Unit Price**	**Total Amount Bid**	**Unit Price**	**Total Amount Bid**
	General							
001	Mobilization/Demobilization	LS	1		$180,900.00	$180,900.00	$185,000.00	$185,000.00
002	Payment and Performance Bond	LS	1		$27,900.00	$27,900.00	$35,000.00	$35,000.00
				General Subtotal		**$208,800.00**		**$220,000.00**
	Earthworks							
101	Project Dewatering/Stormwater	LS	1		$36,900.00	$36,900.00	$55,000.00	$55,000.00
102	Temporary Erosion and Sedimentatioin Control	LS	1		$27,900.00	$27,900.00	$30,000.00	$30,000.00
103	Excavation/Subgrade Preparation and hauling to the Stockpile Area	CY	37,410		$5.70	$213,237.00	$5.50	$205,755.00
104	Structural Fill	CY	26,690		$8.70	$232,203.00	$5.50	$146,795.00
105	Underdrain Trench	LF	1,062		$76.78	$81,540.36	$45.00	$47,790.00
106	Underdrain Sump	LS	1		$9,570.00	$9,570.00	$19,500.00	$19,500.00
107	Underdrain Pump	EA	1		$16,842.00	$16,842.00	$43,000.00	$43,000.00
108	Leachate Collection Trench	LF	855		$79.83	$68,254.65	$70.00	$59,850.00
109	Leachate Collection Sump	LS	1		$42,621.00	$42,621.00	$59,000.00	$59,000.00
110	Leachate Collection Pump	EA	1		$16,842.00	$16,842.00	$46,000.00	$46,000.00
111	Leach Collection and Underdrain System: Control Panel, Fittings and Appurtenant Electrical Work up to the Control Panel	EA	2		$20,508.00	$41,016.00	$4,500.00	$9,000.00
111A	Leachate Collection System Outlet Tie-in	LF	500		$43.53	$21,765.00	$55.00	$27,500.00
111B	Electrical System: Electrical Panel, Wiring, Routing, Installation, Fittings and Appurtenant Electrical Work up to the Electrical Panel	LF	500		$139.92	$69,960.00	$84.00	$42,000.00
112	Concrete Headwall for Riser Pipe	LS	1		$10,581.00	$10,581.00	$15,000.00	$15,000.00
113	Geosynthetics Clay Liner	SF	402,000		$0.75	$301,500.00	$0.66	$265,320.00
114	60 mil HDPE Textured Geomembrane	SF	415,000		$0.60	$249,000.00	$0.60	$249,000.00
115	Double Sided Drainage Geocomposite	SF	402,000		$0.66	$265,320.00	$0.66	$265,320.00
116	Protective Cover	CY	31,000		$4.50	$139,500.00	$7.95	$246,450.00
117	Anchor Trench	LF	420		$15.00	$6,300.00	$11.00	$4,620.00
118	Plywood (4-feet x 8-feet)	LF	1,370		$9.00	$12,330.00	$11.00	$15,070.00
119	Liner Tie-In Exposure & Welding	LF	955		$25.08	$23,951.40	$40.00	$38,200.00
120	Temporary Berm	CY	1,360		$27.48	$37,372.80	$26.00	$35,360.00
121	Unanticipated Work Items Allowance	LS	1		$50,000.00	$50,000.00	$50,000.00	$50,000.00
				Subtotal		***$1,974,506.21***		***$1,975,530.00***
				Unit 7, Cell 1A Total		**$2,183,306.21**		**$2,195,530.00**

INVITATION FOR BID

2026-04

CONSTRUCTION OF UNIT 7, CELL 1A EDINBURG REGIONAL DISPOSAL FACILITY TCEQ PERMIT MSW-956C

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: February 18, 2026

DEADLINE FOR QUESTIONS: March 3, 2026

RESPONSE DEADLINE: March 10, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

INVITATION FOR BID

Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....

Attachments:

A - Scope of Work

B - Rules for Electronic Bidding

1. Introduction

1.1. Summary

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; underdrain, landfill stormwater berm; and supply, deliver, and install geosynthetic materials for Unit 7, Cell 1A; leachate collection system, pumps, control panel, and electrical works including materials and labor in accordance with project plans and technical specifications.

1.2. Background

A mandatory pre-bid conference for the Project will be held on Wednesday, February 25, 2026 at 1:00 PM at City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542. **Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.**

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	February 18, 2026
Pre-Proposal Meeting (Mandatory)	February 25, 2026, 1:00pm City of Edinburg -Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542
Question Submission Deadline	March 3, 2026, 5:00pm
Bid Submission Deadline	March 10, 2026, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, March 10, 2026.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, March 10, 2026.

To obtain a copy of the Invitation to Bid or submit an electronic Bid please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent 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. 2026-04" 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 Respondent'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)

BID No. 2026-04

If you have any questions or require additional information contained the Bid, you may contact Lorena Fuentes, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Tuesday, March 3, 2026.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bids deemed most advantageous to the City, and hold the bid for a period of **60 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C

INTENT

The services to be provided under this Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Bid. There is no intention to disqualify any respondent who can meet the 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 response, 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. Bids submitted by facsimile (fax) will not be accepted. Submittal of an Bid in response to this solicitation constitutes an offer by the respondent. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful respondent otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid 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 Bids **60** days after deadline without taking action. Respondents are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, 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 Bid 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 Bids 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 Bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this Bid.

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 BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO BID

If unable to submit a Bid, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her Bid 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 Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C 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 Bids shall be directed to the e-procurement portal as outlined in the Bid. Such interpretations, which may affect the eventual outcome of this request for Bids, 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 Bids 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 Bid submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the Bid 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 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 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 Bid 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 Bid 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

BID 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 Bid or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO BID

Bids MUST give full firm name and address of respondent, 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 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 shall give full names and addresses of all partners. All partners shall execute the Bid. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Respondents are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

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.

4. Specifications

4.1. Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C

The project consists of providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; underdrain, landfill stormwater berm; and supply, deliver, and install geosynthetic materials for Unit 7, Cell 1A; leachate collection system, pumps, control panel, and electrical works including materials and labor in accordance with project plans and technical specifications. See vendor questionnaire and attachments for details.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Required Forms

*5.3.1. Please upload your current insurance certificate.**

Please upload your current insurance certificate.

*Response required

*5.3.2. 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

*5.3.3. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.3.4. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.3.5. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.3.6. 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

*5.3.7. 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

*5.3.8. 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

*5.3.9. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.3.10. 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

*5.3.11. C410 Bid Form for Construction Contract**

Please download the below documents, complete, and upload.

- VQ___C410_Bid_Form_for_Cons...

*Response required

*5.3.12. 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

*5.3.13. 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

*5.3.14. 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

*5.3.15. 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

*5.3.16. C520 Agreement_Please provide a draft agreement for services being requested.**

Please download the below documents, complete, and upload.

- C520_Agreement_(1).pdf

*Response required

*5.3.17. Please fill out and upload document.**

Please download the below documents, complete, and upload.

- VQ___C451_Qualifications_St...

*Response required

5.3.18. C610 Performance Bond

Please review the attached Performance Bond

- C610_Performance_Bond.pdf

*5.3.19. If awarded the Performance Bond will need to be provided.**

☐ Yes
☐ No

*Response required

5.3.20. C615 Payment Bond

Please review the attached document.

- C615_Payment_Bond.pdf

*5.3.21. If awarded the Payment Bond will need to be provided.**

☐ Yes
☐ No

*Response required

5.3.22. Attachment I Insurance Requirements

Please download the below documents, complete, and upload.

- VQ___Attachment_1_Insurance...

*5.3.23. If awarded the Attachment I Insurance Requirements will need to be provided.**

☐ Yes
☐ No

*Response required

*5.3.24. Reference from Owner for Past Performance Response**

Please download the below documents, complete, and upload.

- VQ___Reference_from_Owner_f...

*Response required

BIDDERS LIST

Vendor	Email
2GS LLC	adriana@2gsllc.com
4X Construction Group, LLC	jeff.parrish@4xconstruction.com
A&A Villa Construction, LLC.	manuelvilla88@gmail.com
ADREC Construction Company, LLC	farevalo@adrecllc.com
Allstatelining	dbarber@allstatelining.com
Allstatelining	mali@allstatelining.com
Arkansas Linee	arkansasliner@gmail.com
Blackridge Research and Consulting	venkatesh@blackridgeresearch.com
CONSTRUCTION SOLUTION USA LLC	lindsey@consolusa.com
ConstructConnect	content@constructconnect.com
Construction Bid Source LLC	llambert@constructionbidsource.com
DF Interactive NC LLC	bids+opengov@davidfine.dev
Dodgedocs	dodge.bidding@construction.com
Enterprise Pals, Inc.	nazim@enterprisepals.com
EnviroCon Systems Inc.	chris@enviroconsystems.com
FCS Construction	cdavee@friscocs.com
Falcon Environmental Lining	falconels@aol.com
GSI	sstory@gsibp.com
Geo-Synthetics, LLC (GSI)	mdowns@gsibp.com
Hammett Excavation Inc	estimating@hammett-excavation.com
Huntington Sky Production DBA FASTSIGNS	161@fastsigns.com
Junk Pro Equipment & Hauling LLC	junkpro2021@gmail.com
Lone Star Lining Company	kent@lonestarlining.com
Longhorn Excavators, Inc.	lisah@lexinc.com
Mid America Liner	nicole.t@midamericaliner.com
Monks Construction Company, LLC	estimating@remonks.com
None	martin.larinas@gmail.com
North America Procurement Council Inc., PBC	notifications@napc.me
PV Inc	primevendor123@gmail.com
Patriot Environmental	barrett@peliners.com
Phoenix Infrastructure	phoenix2023.chris@gmail.com
RG Enterprises, LLC	irma.gandgcontractors@gmail.com
RGV-AGC	sanjuana@rgvagc.org
RevStar Consulting	nastassia.barkouskaya@revstarconsulting.com
Smith Pump Company	miguelg@smithpump.com
Source Management	sourcemanagement@deltek.com
SpawGlass Contractors, Inc.	tracy.lopez@spawglass.com
Synergy Development & Construction	j.garza@synergydc.us
THE 5125 COMPANY	pe5125@aol.com
Texas Environmental Plastics	jdyring@tepinc.net
Texas Environmental Plastics	vamshi@tepinc.net
Virtual BX	brian@virtualbx.com
jcbm construction. and development llc	jesus@jcbmconstruction.info

[LONGHORN EXCAVATORS, INC.] RESPONSE DOCUMENT REPORT

ITB No. 2026-04

Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C

RESPONSE DEADLINE: March 10, 2026 at 3:00 pm

Report Generated: Tuesday, March 10, 2026

Longhorn Excavators, Inc. Response

CONTACT INFORMATION

Company:
Longhorn Excavators, Inc.

Email:
lisah@lexinc.com

Contact:
Lisa Hagood

Address:
1819 First Oaks Street
Suite 140
Richmond, TX 77406

Phone:
(281) 937-9700

Website:
www.lexinc.com

Submission Date:
Mar 10, 2026 2:17 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 10, 2026 12:03 PM by Lisa Hagood

Addendum #2
Confirmed Mar 10, 2026 12:03 PM by Lisa Hagood

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

LEX_Bid_Documments_for_Edinburg_Regional_Disposal_Facility_-_Construction_of_Unit_7,_Cell_1A.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Required Forms

PLEASE UPLOAD YOUR CURRENT INSURANCE CERTIFICATE.*
Please upload your current insurance certificate.

COI_-_City_of_Edinburg_-Type_IV,_Module_M-5_Construction.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_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.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 NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

C410 BID FORM FOR CONSTRUCTION CONTRACT*
Please download the below documents, complete, and upload.

- VQ C410 Bid Form for Cons...

C410_Bid_Form_for_Construction_Contract_Add_1_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non-Bribery_Letter_LEX.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_LEX_Signed.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645_LEX_Signed.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_LEX_Signed.pdf

C520 AGREEMENT_PLEASE PROVIDE A DRAFT AGREEMENT FOR SERVICES BEING REQUESTED.*
Please download the below documents, complete, and upload.

- C520 Agreement (1).pdf

C520_Agreement_LEX_Signed.pdf

PLEASE FILL OUT AND UPLOAD DOCUMENT.*
Please download the below documents, complete, and upload.

- VQ C451 Qualifications St...

C451_Qualifications_Statement_Add_1_LEX_Signed.pdf

C610 PERFORMANCE BOND
Please review the attached Performance Bond

- C610 Performance Bond.pdf

No response submitted

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*

Yes

C615 PAYMENT BOND
Please review the attached document.

- C615_Payment_Bond.pdf

No response submitted

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

ATTACHMENT I INSURANCE REQUIREMENTS
Please download the below documents, complete, and upload.

- VQ___Attachment_1_Insurance...

No response submitted

IF AWARDED THE ATTACHMENT I INSURANCE REQUIREMENTS WILL NEED TO BE PROVIDED.*
Yes

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE*
Please download the below documents, complete, and upload.

- VQ___Reference_from_Owner_f...

Past_Performance_Evaluation_Waste_Connections.pdf

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE [1] (in figures)	UNIT TOTAL (in figures)
001	Mobilization/Demobilization	1	LS	180,900.00	180,900.00
002	Payment and Performance Bond	1	LS	27,900.00	27,900.00

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Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE [1] (in figures)	UNIT TOTAL (in figures)
101	Project Dewatering/Stormwater Management	1	LS	36,900.00	36,900.00
102	Temporary Erosion and Sedimentation Control	1	LS	27,900.00	27,900.00
103	Excavation/Subgrade Preparation and hauling to the Stockpile Area	37,410	CY	5.70	213,237.00
104	Structural Fill	26,690	CY	8.70	232,203.00
105	Underdrain Trench	1,062	LF	76.78	81,540.36
106	Underdrain Sump	1	LS	9,570.00	9,570.00
107	Underdrain Pump	1	EA	16,842.00	16,842.00
108	Leachate Collection Trench	855	LF	79.83	68,254.65
109	Leachate Collection Sump	1	LS	42,621.00	42,621.00
110	Leachate Collection Pump	1	EA	16,842.00	16,842.00
111	Leachate Collection and Underdrain System: Control Panel, fittings and appurtenant electrical work up to the control panel.	2	EA	20,508.00	41,016.00
111A	Leachate Collection System Outlet Tie-in	500	LF	43.53	21,765.00
111B	Electrical System: Electrical Panel, Wiring, Routing, Installation, fittings and appurtenant electrical work up to the electrical panel	500	LF	139.92	69,960.00
112	Concrete Headwall for Riser Pipe	1	LS	10,581.00	10,581.00
113	Geosynthetics Clay Liner	402,000	SF	0.75	301,500.00

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Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE [1] (in figures)	UNIT TOTAL (in figures)
114	60 mil HDPE Textured Geomembrane	415,000	SF	0.60	249,000.00
115	Double Sided Drainage Geocomposite	402,000	SF	0.66	265,320.00
116	Protective Cover	31,000	CY	4.50	139,500.00
117	Anchor Trench	420	LF	15.00	6,300.00
118	Plywood (4-feetX8-feet)	1,370	LF	9.00	12,330.00
119	Liner Tie-in Exposure and Welding	955	LF	25.08	23,951.40
120	Temporary Berm	1,360	CY	27.48	37,372.80
121	Unanticipated Work Items Allowance	1	LS	$50,000.00	$50,000.00
				Total	$ 2,183,306.21
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

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Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project which includes pumping groundwater at the underdrains of Cell 1A throughout the project, otherwise specified by the City . Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. The Contractor shall be responsible for maintaining the operation of the underdrain pump and provide power with an electrical generator until either permanent electrical is installed and connected or City of Edinburg accepts the cell construction as substantially complete from which time City of Edinburg assumes responsibility for its continued operation.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains. The contractor shall maintain the erosion and sedimentation control materials/barriers until the City of Edinburg assumes the responsibility for its operations.

Item 103 Excavation/Subgrade Preparation and Hauling to the Stockpile Area

The excavation area is shown in Figure 3-Subgrade Grading Plan and the detailed drawings. A pre-construction ground survey of the area to be excavated will be performed prior to work.

Upon completion of the site preparation, contractor shall excavate soil within the work limits to achieve the liner system subgrade. It also includes uncovering the edge of the existing liner in Unit 6 Cell 7A without damaging the liner to provide a tie-in with Cell construction in Unit 7 Cell 1A.

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The balance of material not used for structural fill or protective cover will be hauled to the stockpiled area designated by the Owner. Frequent watering of the haul road will be required to keep the dust generated from construction traffic to an absolute minimum.

The volume of excavation needed to achieve subgrade shown in Figure 3 shall be calculated by 3-Dimensional Model based on the topography before and after grading within the limits of excavation as shown on Figure 3. No additional allowances shall be permitted for shrinkage, swelling, creep, or unauthorized over-excavations beyond the approved depth or limits of excavation. The City shall provide records on pre-and post-grading of drawings and actual volume estimates to be excavated as indicated by the 3-Dimensional Model.

Item 104 Structural fill

The Contractor shall excavate and transport structural fill for Cell 1A, perimeter berm and underdrain to achieve the design grade, elevation and conditions necessary for subgrade tie-ins and liner installation. Activities shall include excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, groundwater control, and surface water control.

The volume of Structural fill needed to achieve subgrade shall be calculated by 3-Dimensional Model based on the topography pre and post grading within the limits of excavation as shown on the Drawings-Figure 3. No additional allowances shall be permitted for shrinkage, swelling, creep or unauthorized over-excavations beyond the approved depth or limits of excavation. The City shall provide records on pre- and post-grading of drawings, and actual volume estimates excavated as indicated by the 3-Dimensional Model.

Excess clayey soil stockpiled during excavation shall be re-used during structural filling.

Item 105 Underdrain Trench

The underdrain trench is shown in Figure 3 – Underdrain Trench and Details. The contractor shall construct the underdrain trench to the location and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of perforated HDPE pipe, non-woven geotextile and drainage stone as shown in the drawing specification.

The contractor shall excavate and prepare an underdrain trench which functions as a toe drain with side slopes. The underdrain trench shall be constructed to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, stormwater/groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling.

Item 106 Underdrain Sump

The underdrain sump is shown in Figures 6. The contractor shall construct the underdrain sump to the location, size, and elevation shown in the drawings and specifications.

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The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of non-woven geotextile, drainage stone, and underdrain perforated and non-perforated riser HDPE pipe.

Item 107 Underdrain Pump

The contractor shall purchase, supply, and install the submersible underdrain pump at the location and elevation shown in the drawings. The contractor is responsible for the purchase, supply, loading, unloading, labor, equipment, and other incidental items as required to comply with the drawings and specifications. The Contractor shall include all fittings, power wire, level sensor (including Programmable Logic Controller (PLC) and Vacuum Sensor), surge arrestor, and other appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the installation of fully functional and operating underdrain pump provided by the contractor and approved by the City.

Item 108 Leachate Collection Trench

The leachate collection trench plan and details are shown in Figures 3 and 6. The contractor shall construct the leachate collection trench to the location and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of leachate collection perforated HDPE pipes, non-woven geotextile, and drainage stone. The leachate collection trench shall conform to specifications as demonstrated in the Drawings and approved permit Liner Quality Control Plan

Item 109 Leachate Collection Sump

The leachate collection sump is shown in Figures 3 and 6. The contractor shall construct the leachate collection sump to the location, size, and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of non-woven geotextile, drainage stone, and upslope perforated and non-perforated riser pipe. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan.

Item 110 Leachate Collection Pump

The contractor shall purchase, supply, and install the leachate collection pump at the location and elevation shown in the drawings. The contractor is responsible for the purchase, supply, loading, unloading, labor, equipment, and other incidental items as required to comply with the drawings and specifications. The Contractor shall include all fittings, power wire, level sensor (including Programmable Logic Controller (PLC) and Vacuum Sensor), surge arrestor, and other appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the installation of fully functional and operating leachate collection pump provided by the contractor and approved by the City.

Item 111 Leachate Collection and Underdrain System: Control Panel, fittings and appurtenant electrical work up to the control panel.

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The contractor shall purchase, supply, and install the control panel for leachate collection pump and the underdrain pump. These items shall include a control panel with a vacuum sensor, a fused power disconnect, a conduit/seal tight, and other required appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional and operating control panel and its approval by the City.

Item 111A Leachate Collection System Outlet Tie-in

The contractor shall purchase, supply, and install 6-inch HDPE DR-11 pipe (to be verified) to connect the Unit 7 – Cell 1A leachate outlet pipe with the main trunk line currently located near Unit 6-Cell 7A leachate outlet, approximately 500-lineal feet of excavate and install to the system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional system and its approval by the City.

Item 111B Electrical System: Electrical Panel, Wiring, Routing, Installation, fittings and appurtenant electrical work up to the electrical panel

The contractor shall purchase, supply, and install the electrical panel, wiring, routing, piping, fittings, and appurtenant electrical accessories required to extend the current electrical outlet located on the south side of Unit 6 – Cell 7A to Unit 7 – Cell 1A; to provide a fully functional, operating electrical system tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional and operating electrical panel and its approval by the City.

Item 112 Concrete Headwall for Riser Pipe

The contractor shall construct the headwall as shown in the drawings. The contractor shall include all the material, labor, and other incidental items required for the construction of the headwall. Final payment shall be made upon satisfactory evidence of the contractor's installation of the headwall for riser pipe, clean-out and its approval and its approval by the City.

Item 113 Geosynthetic Clay Liner

The contractor shall be responsible for Geosynthetic Clay Liner (GCL) purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geosynthetic Clay Liner shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 114 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 115 Double-sided Drainage Geocomposite

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The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geocomposite shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 116 Protective Cover

The protective cover details can be found in Figures 3, 4, 5, and 6. The contractor shall load, unload, install, and reinstall protective cover. The contractor shall inspect the native soil and utilize it as protective cover material, ensuring that only soil free from clay and sharp objects that could potentially damage the geomembranes are stockpiled for this purpose. Protective cover shall be installed maintained and certified to meet 2 ft minimum cover soil over the geomembrane and leachate collection system.

Item 117 Anchor Trench

The contractor shall be responsible for the construction of the anchor trench. The anchor trench shall be constructed as shown in the drawings, ensuring tie-ins to existing surface.

The contractor shall be responsible for the excavation of trench, installation of GCL, geomembranes and geocomposite, backfill, compaction, hauling of excess soil, stormwater/groundwater control, surface water control.

Item 118 Plywood

The contractor shall purchase, supply and ensure the construction and maintenance of minimum 3/4-inch plywood (size 4-feet by 8-feet) to cover edges of geosynthetics for protection along the northern and eastern limit of geosynthetic liner construction for future tie-in during the construction of Cell 1A as specified in Figure 4 and 5.

Item 119 Liner Tie-in Exposure and welding

The contractor shall be responsible for the purchase, supply, maintenance, and installation of the liner. The contractor shall be responsible for the welding of liner and or any activities for joining the liner. The contractor shall be responsible for ensuring Cell 1A liner tie-ins with the existing Unit 6, Cell 7A liner, if possible, as well as with existing ground surface. Details in Figure 5.

Item 120 Temporary berm

The contractor shall construct the temporary berm as per the drawings and specifications. Details of temporary berm are found in Figure 4. The contractor shall excavate, and transport fill materials required to construct the berm, and ensure tie-in to the existing surface. The volume of fill needed to construct the berm shall be calculated by 3-Dimensional Modal based on the subgrade surface and the final surface of the berm. The contractor shall purchase, supply, and install the HDPE Geomembrane Rain Flap as shown in the drawing.

Item 121 Unanticipated Work Items Allowance

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. This allowance is set for a maximum amount of $50,000. Under no circumstances shall the Contractor perform

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any work that is not within the Scope of Services and is not authorized by the Engineer and Owner.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	March 3, 2026
Two	March 6, 2026

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Longhorn Excavators, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: March 10, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Date: March 10, 2026
(typed or printed)

Address for giving notices:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contact:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Phone: 281-937-9700 / 512-656-2730 Cell

Email: lisah@lexinc.com

Address:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contractor License No.: (if applicable) N/A

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PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 10th day of March 2026

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 10th day of March 2026.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Longhorn Excavators, Inc.
1819 First Oaks Street, Suite 140, Richmond, TX 77406
as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606
a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid
Dollars ($ 5% G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility
TCEQ Permit MSW-956C (Project No. 2026-04)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of March , 2026

(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)
By: (Title)

(Witness)

Continental Casualty Company
(Surety)
By:
Attorney-in-Fact Hannah Montagne
Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Hannah Montagne **, Individually**

of The Woodlands, TX their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature **- In Unlimited Amounts -**

Surety Bond No: Bid Bond
Principal: Longhorn Excavators, Inc.
Obligee: City of Edinburg

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of February, 2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of February, 2026, before me personally came Larry Kasten 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 a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires
December 4, 2031

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of March , 2026.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F6853-6/2023

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**
Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com

Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-312-822-5000**
Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com

Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Form F8277-9-2023

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[4X CONSTRUCTION GROUP, LLC] RESPONSE DOCUMENT REPORT

ITB No. 2026-04

Construction of Unit 7, Cell 1A Edinburg Regional Disposal Facility TCEQ Permit MSW-956C

RESPONSE DEADLINE: March 10, 2026 at 3:00 pm

Report Generated: Tuesday, March 10, 2026

4X Construction Group, LLC Response

CONTACT INFORMATION

Company:
4X Construction Group, LLC

Email:
jeff.parrish@4xconstruction.com

Contact:
Jeff Parrish

Address:
99 Regency Parkway
Suite 303
Mansfield, TX 76063

Phone:
(817) 779-3290

Website:
www.4Xconstruction.com

Submission Date:
Mar 9, 2026 6:33 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 9, 2026 12:41 PM by Jeff Parrish

Addendum #2
Confirmed Mar 9, 2026 12:41 PM by Jeff Parrish

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

1.0_VQ___C410_Bid_Form_for_Construction_Contract_Updated_w_Addendum_-_Copy.pdf

2. If you have any proprietary documents, please attach the redacted document here.
BID_BOND.pdf

3. Required Forms

PLEASE UPLOAD YOUR CURRENT INSURANCE CERTIFICATE.*
Please upload your current insurance certificate.

CERTIFICATE_OF_INSURANCE.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 THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
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- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

C410 BID FORM FOR CONSTRUCTION CONTRACT*
Please download the below documents, complete, and upload.

- VQ___C410_Bid_Form_for_Cons...

VQ___C410_Bid_Form_for_Construction_Contract_Updated_w_Addendum.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

AFFIDAVIT_OF_INSURANCE.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

C520 AGREEMENT_PLEASE PROVIDE A DRAFT AGREEMENT FOR SERVICES BEING REQUESTED.*
Please download the below documents, complete, and upload.

- C520 Agreement (1).pdf

C520_Agreement.pdf

PLEASE FILL OUT AND UPLOAD DOCUMENT.*
Please download the below documents, complete, and upload.

- VQ C451 Qualifications St...

C451_Qualifications_Statement_Updated_w_Addendum.pdf

C610 PERFORMANCE BOND
Please review the attached Performance Bond

- C610 Performance Bond.pdf

C610_Performance_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED.*
Yes

C615 PAYMENT BOND
Please review the attached document.

- C615_Payment_Bond.pdf

C615_Payment_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED.*
Yes

ATTACHMENT I INSURANCE REQUIREMENTS
Please download the below documents, complete, and upload.

- VQ___Attachment_1_Insurance...

3.01_CERTIFICATE_OF_INSURANCE.pdf

IF AWARDED THE ATTACHMENT I INSURANCE REQUIREMENTS WILL NEED TO BE PROVIDED.*
Yes

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE*
Please download the below documents, complete, and upload.

- VQ___Reference_from_Owner_f...

4X_References.pdf

EJCDC

BID FORM FOR CONSTRUCTION CONTRACT (C-410)

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE [(1)] (in figures)	UNIT TOTAL (in figures)
001	Mobilization/Demobilization	1	LS	185,000.00	185,000.00
002	Payment and Performance Bond	1	LS	35,000.00	35,000.00

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Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE (1) (in figures)	UNIT TOTAL (in figures)
101	Project Dewatering/Stormwater Management	1	LS	55,000.00	55,000.00
102	Temporary Erosion and Sedimentation Control	1	LS	30,000.00	30,000.00
103	Excavation/Subgrade Preparation and hauling to the Stockpile Area	37,410	CY	5.50	205,755.00
104	Structural Fill	26,690	CY	5.50	146,795.00
105	Underdrain Trench	1,062	LF	45.00	47,790.00
106	Underdrain Sump	1	LS	19,500.00	19,500.00
107	Underdrain Pump	1	EA	43,000.00	43,000.00
108	Leachate Collection Trench	855	LF	70.00	59,850.00
109	Leachate Collection Sump	1	LS	59,000.00	59,000.00
110	Leachate Collection Pump	1	EA	46,000.00	46,000.00
111	Leachate Collection and Underdrain System: Control Panel, fittings and appurtenant electrical work up to the control panel.	2	EA	4,500.00	9,000.00
111A	Leachate Collection System Outlet Tie-in	500	LF	55.00	27,500.00
111B	Electrical System: Electrical Panel, Wiring, Routing, Installation, fittings and appurtenant electrical work up to the electrical panel	500	LF	84.00	42,000.00
112	Concrete Headwall for Riser Pipe	1	LS	15,000.00	15,000.00
113	Geosynthetics Clay Liner	402,000	SF	0.66	265,320.00

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Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE (1) (in figures)	UNIT TOTAL (in figures)
114	60 mil HDPE Textured Geomembrane	415,000	SF	0.60	249,000.00
115	Double Sided Drainage Geocomposite	402,000	SF	0.66	265,320.00
116	Protective Cover	31,000	CY	7.95	246,450.00
117	Anchor Trench	420	LF	11.00	4,620.00
118	Plywood (4-feetX8-feet)	1,370	LF	11.00	15,070.00
119	Liner Tie-in Exposure and Welding	955	LF	40.00	38,200.00
120	Temporary Berm	1,360	CY	26.00	35,360.00
121	Unanticipated Work Items Allowance	1	LS	$50,000.00	$50,000.00
				Total	$ 2,195,530.00
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

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Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project which includes pumping groundwater at the underdrains of Cell 1A throughout the project, otherwise specified by the City . Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. The Contractor shall be responsible for maintaining the operation of the underdrain pump and provide power with an electrical generator until either permanent electrical is installed and connected or City of Edinburg accepts the cell construction as substantially complete from which time City of Edinburg assumes responsibility for its continued operation.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains. The contractor shall maintain the erosion and sedimentation control materials/barriers until the City of Edinburg assumes the responsibility for its operations.

Item 103 Excavation/Subgrade Preparation and Hauling to the Stockpile Area

The excavation area is shown in Figure 3-Subgrade Grading Plan and the detailed drawings. A pre-construction ground survey of the area to be excavated will be performed prior to work.

Upon completion of the site preparation, contractor shall excavate soil within the work limits to achieve the liner system subgrade. It also includes uncovering the edge of the existing liner in Unit 6 Cell 7A without damaging the liner to provide a tie-in with Cell construction in Unit 7 Cell 1A.

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The balance of material not used for structural fill or protective cover will be hauled to the stockpiled area designated by the Owner. Frequent watering of the haul road will be required to keep the dust generated from construction traffic to an absolute minimum.

The volume of excavation needed to achieve subgrade shown in Figure 3 shall be calculated by 3-Dimensional Model based on the topography before and after grading within the limits of excavation as shown on Figure 3. No additional allowances shall be permitted for shrinkage, swelling, creep, or unauthorized over-excavations beyond the approved depth or limits of excavation. The City shall provide records on pre-and post-grading of drawings and actual volume estimates to be excavated as indicated by the 3-Dimensional Model.

Item 104 Structural fill

The Contractor shall excavate and transport structural fill for Cell 1A, perimeter berm and underdrain to achieve the design grade, elevation and conditions necessary for subgrade tie-ins and liner installation. Activities shall include excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, groundwater control, and surface water control.

The volume of Structural fill needed to achieve subgrade shall be calculated by 3-Dimensional Model based on the topography pre and post grading within the limits of excavation as shown on the Drawings-Figure 3. No additional allowances shall be permitted for shrinkage, swelling, creep or unauthorized over-excavations beyond the approved depth or limits of excavation. The City shall provide records on pre- and post-grading of drawings, and actual volume estimates excavated as indicated by the 3-Dimensional Model.

Excess clayey soil stockpiled during excavation shall be re-used during structural filling.

Item 105 Underdrain Trench

The underdrain trench is shown in Figure 3 – Underdrain Trench and Details. The contractor shall construct the underdrain trench to the location and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of perforated HDPE pipe, non-woven geotextile and drainage stone as shown in the drawing specification.

The contractor shall excavate and prepare an underdrain trench which functions as a toe drain with side slopes. The underdrain trench shall be constructed to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, stormwater/groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling.

Item 106 Underdrain Sump

The underdrain sump is shown in Figures 6. The contractor shall construct the underdrain sump to the location, size, and elevation shown in the drawings and specifications.

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The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of non-woven geotextile, drainage stone, and underdrain perforated and non-perforated riser HDPE pipe.

Item 107 Underdrain Pump

The contractor shall purchase, supply, and install the submersible underdrain pump at the location and elevation shown in the drawings. The contractor is responsible for the purchase, supply, loading, unloading, labor, equipment, and other incidental items as required to comply with the drawings and specifications. The Contractor shall include all fittings, power wire, level sensor (including Programmable Logic Controller (PLC) and Vacuum Sensor), surge arrestor, and other appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the installation of fully functional and operating underdrain pump provided by the contractor and approved by the City.

Item 108 Leachate Collection Trench

The leachate collection trench plan and details are shown in Figures 3 and 6. The contractor shall construct the leachate collection trench to the location and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of leachate collection perforated HDPE pipes, non-woven geotextile, and drainage stone. The leachate collection trench shall conform to specifications as demonstrated in the Drawings and approved permit Liner Quality Control Plan

Item 109 Leachate Collection Sump

The leachate collection sump is shown in Figures 3 and 6. The contractor shall construct the leachate collection sump to the location, size, and elevation shown in the drawings and specifications.

The contractor is responsible for the purchase, supply, loading, unloading, subgrade preparation, and installation of non-woven geotextile, drainage stone, and upslope perforated and non-perforated riser pipe. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan.

Item 110 Leachate Collection Pump

The contractor shall purchase, supply, and install the leachate collection pump at the location and elevation shown in the drawings. The contractor is responsible for the purchase, supply, loading, unloading, labor, equipment, and other incidental items as required to comply with the drawings and specifications. The Contractor shall include all fittings, power wire, level sensor (including Programmable Logic Controller (PLC) and Vacuum Sensor), surge arrestor, and other appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the installation of fully functional and operating leachate collection pump provided by the contractor and approved by the City.

Item 111 Leachate Collection and Underdrain System: Control Panel, fittings and appurtenant electrical work up to the control panel.

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The contractor shall purchase, supply, and install the control panel for leachate collection pump and the underdrain pump. These items shall include a control panel with a vacuum sensor, a fused power disconnect, a conduit/seal tight, and other required appurtenant accessories to make pump system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional and operating control panel and its approval by the City.

Item 111A Leachate Collection System Outlet Tie-in

The contractor shall purchase, supply, and install 6-inch HDPE DR-11 pipe (to be verified) to connect the Unit 7 – Cell 1A leachate outlet pipe with the main trunk line currently located near Unit 6-Cell 7A leachate outlet, approximately 500-lineal feet of excavate and install to the system fully functional, operating, and tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional system and its approval by the City.

Item 111B Electrical System: Electrical Panel, Wiring, Routing, Installation, fittings and appurtenant electrical work up to the electrical panel

The contractor shall purchase, supply, and install the electrical panel, wiring, routing, piping, fittings, and appurtenant electrical accessories required to extend the current electrical outlet located on the south side of Unit 6 – Cell 7A to Unit 7 – Cell 1A; to provide a fully functional, operating electrical system tied to the city's existing system. Final payment shall be made upon satisfactory evidence of the contractor's installation of fully functional and operating electrical panel and its approval by the City.

Item 112 Concrete Headwall for Riser Pipe

The contractor shall construct the headwall as shown in the drawings. The contractor shall include all the material, labor, and other incidental items required for the construction of the headwall. Final payment shall be made upon satisfactory evidence of the contractor's installation of the headwall for riser pipe, clean-out and its approval and its approval by the City.

Item 113 Geosynthetic Clay Liner

The contractor shall be responsible for Geosynthetic Clay Liner (GCL) purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geosynthetic Clay Liner shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 114 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 115 Double-sided Drainage Geocomposite

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The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geocomposite shall be installed as per the approved permit Liner Quality Control Plan. Details in Figures 3, 4, 5, and 6. The bid quantity provided is installed quantity. The contractor is responsible to account for any wastage necessary to complete the installation.

Item 116 Protective Cover

The protective cover details can be found in Figures 3, 4, 5, and 6. The contractor shall load, unload, install, and reinstall protective cover. The contractor shall inspect the native soil and utilize it as protective cover material, ensuring that only soil free from clay and sharp objects that could potentially damage the geomembranes are stockpiled for this purpose. Protective cover shall be installed maintained and certified to meet 2 ft minimum cover soil over the geomembrane and leachate collection system.

Item 117 Anchor Trench

The contractor shall be responsible for the construction of the anchor trench. The anchor trench shall be constructed as shown in the drawings, ensuring tie-ins to existing surface.

The contractor shall be responsible for the excavation of trench, installation of GCL, geomembranes and geocomposite, backfill, compaction, hauling of excess soil, stormwater/groundwater control, surface water control.

Item 118 Plywood

The contractor shall purchase, supply and ensure the construction and maintenance of minimum 3/4-inch plywood (size 4-feet by 8-feet) to cover edges of geosynthetics for protection along the northern and eastern limit of geosynthetic liner construction for future tie-in during the construction of Cell 1A as specified in Figure 4 and 5.

Item 119 Liner Tie-in Exposure and welding

The contractor shall be responsible for the purchase, supply, maintenance, and installation of the liner. The contractor shall be responsible for the welding of liner and or any activities for joining the liner. The contractor shall be responsible for ensuring Cell 1A liner tie-ins with the existing Unit 6, Cell 7A liner, if possible, as well as with existing ground surface. Details in Figure 5.

Item 120 Temporary berm

The contractor shall construct the temporary berm as per the drawings and specifications. Details of temporary berm are found in Figure 4. The contractor shall excavate, and transport fill materials required to construct the berm, and ensure tie-in to the existing surface. The volume of fill needed to construct the berm shall be calculated by 3-Dimensional Modal based on the subgrade surface and the final surface of the berm. The contractor shall purchase, supply, and install the HDPE Geomembrane Rain Flap as shown in the drawing.

Item 121 Unanticipated Work Items Allowance

The allowance for unanticipated work items is to be used at the Owner's discretion and must be approved by the Owner before any work is performed. This allowance is set for a maximum amount of $50,000. Under no circumstances shall the Contractor perform

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any work that is not within the Scope of Services and is not authorized by the Engineer and Owner.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	March 3, 2026
2	March 6, 2026

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

4X Construction Group, LLC

(typed or printed name of organization)

By: 

(individual's signature)

Name: Jeff Parrish

(typed or printed)

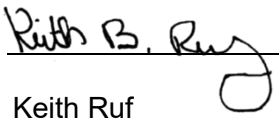
Title: Managing Member

(typed or printed)

Date: 3/10/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 

(individual's signature)

Name: Keith Ruf

(typed or printed)

Title: Managing Member

(typed or printed)

Date: 3/10/2026

(typed or printed)

Address for giving notices:

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contact:

Name: Jeff Parrish

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

Address:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contractor License No.: (if applicable) N/A

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Edinburg ("Owner") and [***Longhorn Excavators, Inc.***] ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; underdrain, landfill stormwater berm; and supply, deliver, and install geosynthetic materials for Unit 7, Cell 1A, leachate collection system, pumps, control panel, and electrical works including materials and labor in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of Unit 7, Cell 1A

ARTICLE 3—ENGINEER

3.01 The Owner has retained WSP USA Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by WSP USA, Inc..

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

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4.05 *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 or arbitration 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 $1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1000 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely Substantial Completion and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—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:

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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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 23 sheets with each sheet bearing the following general title: Construction of Unit 7, Cell 1A, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C.

8. Addenda.

10. 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.

ARTICLE 8—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.

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

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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

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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.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [*date on which Contract becomes effective*] (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg	Longhorn Excavators, Inc.
(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: Myra L. Ayala	Name: _____
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: _____
(typed or printed)	*(typed or printed)*
	(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
415 W. University Dr	
PO Box 1079 Edinburg, TX 78540	
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	
PO Box 1079 Edinburg, TX 78540	
Phone: _____	Phone: _____
Email: _____	Email: _____
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: _____ *(where applicable)*
	State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

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a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

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b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

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a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

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d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $100 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds average precipitation as rain equivalent for previous 5 years, as determined by National Weather Service.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Brownsville, Texas.

3) Contractor shall anticipate the number of foreseeable bad weather days per month.

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4) In each month, every bad weather day exceeding the number of foreseeable bad weather will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

SC-4.05 Amend Paragraph 4.05.D2 by adding the following:

Contractor shall take necessary measures to protect work and materials from inclement weather and natural disasters. Contractor shall not be entitled to an adjustment in Contract Price for any loss or damage to work and materials that is preventable.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 "or otherwise resolve the claim by arbitration or other dispute resolution proceeding."

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

See Attachment I – Insurance Requirements

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday – Friday 8:00AM to 5:00PM.
2. Owner's legal holidays are Federal recognized holidays.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the

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performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 Legal Relationships

SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No suggested Supplementary Conditions in this article.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.07 *Change of Contract Price*

Add a new paragraph immediately after Paragraph 11.07.C:

A. The total price of a contract may not be increased by a change order unless a provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a

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combination of those procedures. The original contract price may not be increased by more than 25%. The original price may not be decreased by more than 25% without the consent of the contractor. If a change order involves a decrease or an increase of $15,000 or less, the City Manager is authorized to approve the change order. If a change order involves a decrease or an increase of $15,000 or more, the City Council must approve the change order.

SC-11.09 *Change Proposals*

Add the following at the end of Paragraph 11.09.A:

Contractor shall not perform any proposed change in scope of work without prior written consent of the Owner.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

    a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and

    b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety I the contract, general and supplementary conditions.

ARTICLE 18 – MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

EXHIBIT A-SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

No suggested Supplementary Conditions in this Article.

EXHIBIT B-FORESEEABLE BAD WEATHER DAYS

No suggested Supplementary Conditions in this Article.

EXHIBIT C-GEOTECHNICAL BASELINE SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

No suggested Supplementary Conditions in this Article.

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
ECONOMIC DEVELOPMENT
Agenda Item No: 11.A.
EEDC Budget Amendments

1. **Agenda Item:**
Consider Approval of Edinburg EDC Budget Amendments for Fiscal Year 2025-2026. [Raudel Garza, EEDC Executive Director]

2. **Description:**
EEDC Executive Director Raudel Garza will present the proposed budget amendments for FY 2025-2026. Revenues will increase in the amount of $3,923,000 to reflect the appropriation of bond funds and interest earned to the Operating Budget to provide for the expenditure of the Workforce Resource Center bond project. The additional funds represent the $1.8 million in bond funds plus the interest earned on the 2019 bonds. Additional appropriations are included in the proposed budget attached to provide for the parking and other improvements at the transit facility center. The Edinburg EDC Board approved this item by a vote of 5-0 on March 16, 2026.

3. **Staff's Recommendation:**
Staff recommends approval of amendments as presented.

Reviewed by:
Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:
Samantha Martinez, Business Operations Coordinator EEDC

Attachments:
A. FY 25-26 Proposed Budget Amendments

Edinburg Economic Development Corporation
FY 25-26 Budget

	FY 24-25 Budget	FY 25-26 Budget	FY 25-26 Proposed Amendments	Change in Budget
Revenues				
1/2 Cent Sales Tax Revenue	9,866,485	10,136,894	10,136,894	-
Interest on Investments	60,000	60,000	60,000	-
Rental Income	-	-	-	-
Sale of EEDC Property	1,200,000	3,000,000	3,000,000	-
Payment from City	-	350,000	350,000	-
Miscellaneous Revenue	-	-	-	-
Transfer from Reserves	5,904,386	3,823,000	4,373,000	550,000
Transfer in TexStar Bond Projects Activity, Net	3,895,000	1,827,000	5,200,000	3,373,000
TOTAL REVENUES	**20,925,871**	**19,196,894**	**23,119,894**	**3,923,000**
Expenses				
Administrative Services				
Personnel Expenses				
Salaries	674,073	821,039	821,039	-
Longevity	3,600	4,800	4,800	-
Overtime	1,200	2,400	2,400	-
Taxes	48,533	59,115	59,115	-
Retirement	79,200	135,471	135,471	-
Group Insurance	57,296	54,000	54,000	-
Disability Insurance	1,440	1,200	1,200	-
Workers Compensation	1,200	1,200	1,200	-
Vehicle Allowance	24,000	30,000	30,000	-
Total Personnel Expenses	890,542	1,109,225	1,109,225	-
Contractual Services				
Admin Services	500,000	350,000	350,000	-
Professional Services	216,000	300,000	300,000	-
Audit & CPA Services	66,000	90,000	90,000	-
Finance Services (Bond Fees)	6,000	6,000	6,000	-
Rents & Contractuals (Storage/Copier Lease)	16,800	16,800	16,800	-
Office Space Lease	69,600	63,765	63,765	-
Total Contractual Services	874,400	826,565	826,565	-
Supplies & Equipment				
Office Supplies	12,000	12,000	12,000	-
Communication Services (Mobile Phone & Landline)	12,000	17,500	17,500	-
Office Maintenance & Contractual- IT	9,000	10,200	10,200	-
Other Expense/Materials	6,000	6,000	6,000	-
Wearing Apparel	3,600	3,600	3,600	-
Printing	3,600	3,600	3,600	-
Continuing Education	18,000	18,000	18,000	-
Office Equipment & Furniture	45,000	76,500	76,500	-
Membership Dues/Subscriptions	60,000	60,000	60,000	-
Travel, Training, Meetings	78,000	60,000	60,000	-
Conferences	120,000	120,000	120,000	-
Board Expenses	6,000	18,000	18,000	-

Total Supplies & Equipment	373,200	405,400	405,400	-
Total Administrative Services	2,138,142	2,341,190	2,341,190	-

	FY 24-25 Budget	FY 25-26 Budget	FY 25-26 Proposed Amendments	Change in Budget
EDC Programs, Properties & Projects				
Programs				
Small Business Program / Workforce Training / Job Training Programs	700,000	300,000	300,000	-
Marketing	540,000	600,000	600,000	-
Sponsorship / Donations	144,000	144,000	144,000	-
Research, Studies, Other Contracts	300,000	360,000	360,000	-
Total Programs	1,684,000	1,404,000	1,404,000	-
Properties				
Property Taxes	40,000	40,000	40,000	-
Purchase of Property	8,297,752	4,797,204	4,797,204	-
Utilities	12,000	6,000	6,000	-
Property Maintenance - Improvements, Maintenance & Repairs	828,000	60,000	60,000	-
General Property Insurance	75,000	54,000	54,000	-
Total Properties	9,252,752	4,957,204	4,957,204	-
Projects				
Economic Development Incentives	1,200,000	2,732,500	2,732,500	-
Transit Center / Mid-Town Improvements	-	-	550,000	550,000
First Hartford (The Shoppes at RGV) 2019	-	-	-	-
Domain Development Corp (Hyde & Brentwood Plaza)	-	-	-	-
MGEN Capital (Jersey Mike's & Dunkin Donuts)	-	-	-	-
Contribution to City Project	-	3,200,000	1,200,000	(2,000,000)
Owassa Road Sewer Line Extensions	-	-	-	-
Turf Fields for Parks	-	-	-	-
Water Storage Tank	-	-	-	-
Kapal Supplier LLC	80,000	-	-	-
Total Projects	1,280,000	5,932,500	4,482,500	(1,450,000)
Bond Projects				
Workforce Resource Center	1,827,000	1,827,000	7,200,000	5,373,000
ACE Center	-	-	-	-
Municipa Water Park (Renovation & Cove)	-	-	-	-
Parking Garage	2,068,000	-	-	-
Total Bond Projects	3,895,000	1,827,000	7,200,000	5,373,000
Total EDC Programs, Properties & Projects	16,111,752	14,120,704	18,043,704	3,923,000
Debt Service				
Bond Principal Payment	1,665,000	1,700,000	1,700,000	-
Bond Interest	1,010,977	1,035,000	1,035,000	-
Arena Bond Shortage	-	-	-	-
Total Debt Service	2,675,977	2,735,000	2,735,000	-
TOTAL EXPENSES	**20,925,871**	**19,196,894**	**23,119,894**	**3,923,000**
TOTAL RECEIPTS OVER DISBURSEMENTS	-	-	-	-

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.A.
Job Task Order No. 3 - B2Z Engineering for Construction Material Testing Services

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Job Task Order No. 3 with B2Z Engineering, for Material Testing Services for the Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project in the Amount Not To Exceed $45,384.05, and execute any related documents thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The Lift Station No. 19 Force Main Realignment and Sanitary Sewer Improvements Project will reroute the force main from Lift Station 19, located at 115 E. Rogers Rd, and provide first-time gravity sanitary sewer for properties along Rogers Road, from I69C to M Road. The proposal includes construction materials testing services, which are necessary to verify that proper compaction is achieved for the new utility infrastructure.

Funding is available within the FY 2025-2026, Utility Fund Operating Budget.

3. **Staff's Recommendation:**
Approve authorizing the City Manager to enter into Job Task Order No. 3 with B2Z Engineering, for construction material testing services for the Lift Station 19 Force Main Realignment and Sanitary Sewer Improvements Project in the Amount Not To Exceed $45,384.05, and execute any related documents thereto.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Agreement
B. SAM.GOV Verification

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER THREE (3) TO THE AGREEMENT BETWEEN OWNER (CITY OF EDINBURG) AND CONSULTANT (B2Z ENGINEERING, LLC) TO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES FOR THE LIFT STATION 19 FORCE MAIN REALIGNMENT AND SANITARY SEWER IMPROVEMENT PROJECT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number Three (3), to the Agreement is entered into by and between the City of Edinburg (hereinafter called **"City"**), and **B2Z Engineering, LLC.,** (hereinafter referred to as **"Contractor"**).

RECITALS

WHEREAS, on August 20, 2024 the City Council of Edinburg approved City Manager or their designated appointee to negotiate and enter into an On Call Professional Services, the Consultant shall provide Geotechnical Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit "C"). Specifically, it was agreed that the Consultant shall provide Geotechnical Engineering Services and other as-needed services, on an on-call basis and in a manner which shall provide the necessary public services through subsequently assigned Job Task Order; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Three (3) to the Agreement to provide for Construction Material Testing Services for Bid No. 2026-03 Lift Station 19 Force Main Realignment and Sanitary Sewer Improvement Project as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Three (3), to the Agreement is hereby agreed to and incorporated as part of the agreement to provide for Construction Material Testing Services for Bid No. 2026-03 Lift Station 19 Force Main Realignment and Sanitary Sewer Improvement Project, in the amount not to exceed the proposed amount, as set out in Exhibit "A". This Job Task Order shall also include Federal Contract Provisions and Federal Mandated Provisions., as set out in Exhibit "B" to this Job Task Order.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number Three (3), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Services as agreed to by the parties herein and as referenced in the attached Exhibit "A".

If any of the terms of this Job Task Order Number Three (3), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the

Agreement shall control. Further, this Job Task Order does not waive the parties' responsibilities and obligations as provided for under the Agreement.

Progress payment 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 payment are issued to selected consultant.

This Job Task Order Number Three (3) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this on this _____ day of _____, 2026.

[The remainder of this page was left blank intentionally.]

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

BENITO ALONZO

BY: _____
Benito Alonzo, Interim City Attorney

B2Z ENGINEERING, INC

BY:_____
Aisha Gonzalez
President / Owner
900 S. Steward Rd, Ste. 4
Mission, Texas 78572
Phone: (956) 585-3773
Email: aisha@b2zeng.com

Attachments: Exhibit "A" Job Task Order No. 2 Proposal
Exhibit "B" Federal Contract Provisions & Appendix II 2 CFR Part 200
Exhibit "C" Original Agreement

EXHIBIT “A” – PROPOSAL QUOTE

AGREEMENT
BETWEEN CITY OF EDINBURG
AND B2Z ENGINEERING, INC

B2Z ENGINEERING

March 17, 2026

Mr. Gerardo Carmona, P.E.
Utilities Director
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Reference: Lift Station No. 19 Force Main Re-Alignment & Sanitary Sewer Improvements
CMT Proposal

Dear Mr. Carmona:

B2Z Engineering, LLC. appreciates the opportunity to submit the budget estimate to provide materials testing services in response to your Request for Proposal issued March 2, 2026. Based on the information furnished to us, we estimate a budget of $45,384.05. Any additional services requested and not part of this estimate will be charged in accordance with B2Z's Geo-Technical Engineering Services RFQ No. 2024-006 contract with the City of Edinburg. A worksheet with the breakdown of quantities is included with this proposal for your convenience.

We look forward to working with you. If you have any questions, please contact us at your convenience.

Sincerely,
B2Z Engineering, LLC.

Hector Cantu
Corporate Laboratory Manager

Attachments: Cost Estimate

B2Z ENGINEERING

CONSTRUCTION MATERIALS TESTING

Lift Station No. 19 Force Main Re-Alignment & Santitary Sewer Improvements

DATE: 03/17/2026

B2Z Engineering, LLC.
900 S. Stewart Road
Suite 4
Mission, TX 78572
(956) 585-3773
Hector@B2ZEng.com

CLIENT

Mr. Gerardo Caroman, P.E.
Utilities Director
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

DESCRIPTION OF WORK

Construction Material Testing Services

LABOR	QTY	RATE/ HR	TOTAL
PERSONNEL			
Project Engineer (Oversight)	20	$ 167.26	$ 3,345.20
Sr. Engineering Tech	32	$ 141.24	$ 4,519.68
Tech Time	179	$ 107.79	$ 19,294.41
Vehicle Trip Charge	3120	$ 0.67	$ 2,090.40
Reports	82	$ 25.00	$ 2,050.00
Admin/Clerical	64	$ 85.49	$ 5,471.36
		ESTIMATED LABOR TOTAL	**$36,771.05**

MATERIALS	QTY	UNIT PRICE/ EA	TOTAL
EARTHWORK			
Atterberg Limits of Soils	6.00	$ 135.00	$ 810.00
Lime Series Determination	2.00	$ 400.00	$ 800.00
Moisture-Density Relationship (Proctor)	4.00	$ 225.00	$ 900.00
In-Place Density	191.00	$ 28.00	$ 5,348.00
HMAC			
Pavement Thickness	4.00	$ 95.00	$ 380.00
Rolling Pattern	3.00	$ 45.00	$ 135.00
CONCRETE			
Compressive Strength Tests	8.00	$ 30.00	$ 240.00
		ESTIMATED MATERIALS TOTAL	**$8,613.00**
		ESTIMATED TOTAL	**$45,384.05**

AUTHORIZED SIGNATURE

THANK YOU

For questions concerning this estimate, please contact

Hector Cantu
(281) 717-4016
Hector@B2ZEng.com
www.B2ZEng.com

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate of 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

EXHIBIT "B" – FEDERAL CONTRACT PROVISIONS & FEDERAL MANDATED PROVISIONS

AGREEMENT
BETWEEN CITY OF EDINBURG
AND B2Z ENGINEERING, INC.

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The
non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40
U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

SAM.GOV®

B2Z ENGINEERING LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DZK2ZFJGB729	**7SP00**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 31, 2026**	
Physical Address	Mailing Address	
900 S Stewart RD STE 4 **Mission, Texas 78572-6461** **United States**	**PO Box 2724** **Mcallen, Texas 78502** **United States**	

Business Information

Doing Business as	Division Name	Division Number
B2Z ENGINEERING LLC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**www.b2zeng.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 6, 2026	**Dec 31, 2025**	**Jan 26, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 9, 2009	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
Women-Owned Small Business
Women-Owned Business
Hispanic American Owned

SBA Certified 8(a) Program Participant
Entrance Date: **May 15, 2020**
Exit Date: **May 14, 2030**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**7SP00**

Points of Contact

Electronic Business

Aisha M Gonzalez, President/Owner

900 S. Stewart RD., STE. 4
Mission, Texas 78572
United States

Government Business

Nicholus I Munoz, Vice President

900 S Stewart RD Suite 4
Palmview, Texas 78572
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	236220	**Commercial And Institutional Building Construction**
	237310	**Highway, Street, And Bridge Construction**
	238910	**Site Preparation Contractors**
	541320	**Landscape Architectural Services**
	541340	**Drafting Services**
	541350	**Building Inspection Services**
	541380	**Testing Laboratories And Services**
	541410	**Interior Design Services**
	541430	**Graphic Design Services**
	541490	**Other Specialized Design Services**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**
	541620	**Environmental Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Oklahoma		
Texas		

EXHIBIT “C” – MASTER AGREEMENT

AGREEMENT
BETWEEN CITY OF EDINBURG
AND B2Z ENGINEERING, INC.

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z ENGINEERING, LLC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT RFQ NO. 2024-006

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **B2Z Engineering, LLC** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform geotechnical engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Address
City, State Zip Code
Attn.: Contact

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

B2Z ENGINEERING, INC

BY: _____
Aisha Gonzalez
President / Owner
900 S. Stewart Rd, Ste. 4
Mission, Texas 78572
Phone: (956) 585-3773
Email: aisha@b2zeng.com

Attachments: **Exhibit "A" RFQ 2024-006, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z ENGINEERING, INC. FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-006





THE CITY OF EDINBURG
TEXAS

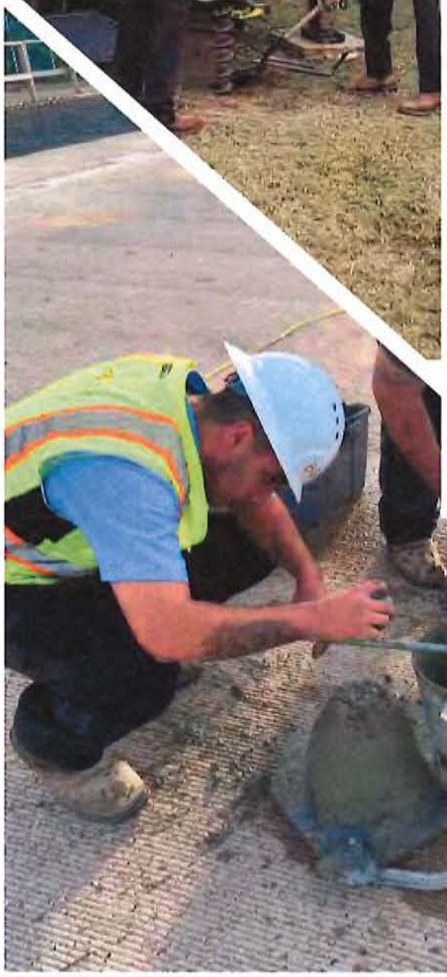
Statement of Qualifications

for

Geotechnical Engineering and Construction Materials Testing Services Rotation

RFQ #2024-6

Submittal Due:
July 16, 2024 at 3:00PM







B2Z ENGINEERING
900 S. Stewart Rd. Suite 2 • Mission, TX 78572
(956) 585-3773

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Required Forms *(Acknowledged and uploaded individually on OpenGov Portal)*	Appendix	

- Conflict of Interest Disclosure
- General Questionnaire
- Litigation Disclosure Form
- HB 89 Verification Form
- SB 13 Verification Form
- SB 19 Verification Form
- Non-Collusion Affidavit
- Conflict of Interest Questionnaire

Tab I – Transmittal Letter

B2Z ENGINEERING

July 15, 2024

Mr. Mardoqueo Hinojosa, PE, CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: Statement of Qualifications for
Geotechnical Engineering and Construction Material Testing Services Rotation
Request for Qualification (RFQ) No. 2024-6

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) is pleased to present our Statement of Qualifications (SOQ) in response to the City of Edinburg's solicitation for Geotechnical Engineering and Construction Material Testing Services Rotation. B2Z is excited and pleased to express our interest and commitment to **continue** providing quality Geotechnical Engineering and Construction Materials Testing (CMT) to the City of Edinburg as outlined in the above-referenced RFQ.

B2Z is a **HUB, DBE, MBE**, and **WBE** certified engineering consulting and materials testing firm known for its ability to build positive working relationships with our clients. We have extensive experience in providing Geotechnical & CMT services to the City of Edinburg and stand ready to continue providing those services via this contract. B2Z competed on a state-wide basis and was ranked **NUMBER ONE** by the **Texas Department of Transportation (TxDOT)** for their bi-annual **Materials Engineering Statewide** contract.

We have assembled a **uniquely qualified** group of **LOCAL TALENT** with extensive knowledge and technical expertise in geotechnical engineering and construction materials testing. B2Z's team, consisting of professional engineers, technicians, and support staff, operates our **state-of-the-art, AASHTO-accredited, TxDOT & USACE-certified** laboratory in Mission. B2Z is equipped and prepared to continue to meet all schedule demands and adhere to all quality standards set by the City of Edinburg.

B2Z's proposed **Senior Project Manager, Mr. Reza Badiozzamani, PE, CFM,** will serve as the primary contact person responsible for matters regarding our SOQ. He is located at 900 S. Steward Rd, Ste. 2, Mission, TX office and can be contacted by telephone at (956) 655-1995 or by email at Reza@B2ZEng.com.

Ms. Aisha Gonzalez, as Principal of B2Z Engineering, LLC is authorized to bind the firm to a contract with the City of Edinburg. She is located at 900 S. Steward Rd, Ste. 12, Mission, TX office and can be contacted by telephone at (956) 566-3421 or by email at Aisha@B2ZEng.com.

Please allow me to be the first to say that we sincerely appreciate the opportunity to present our statement of qualifications in response to the City of Edinburg's request. We look forward to the opportunity to continue our working relationship with the city, should we be selected. We thank you for your time, consideration, and attention.

Respectfully,

Aisha Gonzalez
President

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

Tab II – Firm Qualification and Experience

Firm Introduction

B2Z Engineering, LLC (B2Z) is a **premier engineering consulting firm established in 2009** and licensed through the State of Texas as a Professional Engineering Firm (TBPE #F-11187). B2Z is **100% LOCALLY OWNED AND OPERATED** and has been headquartered in the Rio Grande Valley since 2009. B2Z is a **Woman-Owned Minority Business** with engineering offices and materials testing laboratories in Mission, Brownsville, Seguin, Houston, and Austin. We are a **HUB, WBE, MBE, DBE, WOSB, SBE,** and **SBA 8(a)** certified firm. B2Z has a uniquely qualified group of **LOCAL TALENT** with **geotechnical engineering & testing, construction materials testing,** American Society for Testing and Materials **(ASTM)** testing procedures, American Concrete Institute **(ACI)** testing procedures, National Institute for Certification of Engineering Technologies **(NICET)** proficient, the Texas Asphalt Paving Association **(TXAPA)**, and others.



Office Providing Services

900 S. Stewart Road, Suite 2
Mission, TX 78572

Contact Person

Mr. Reza Badiozzamani, PE, CFM
Reza@B2ZEng.com
(956) 585-3773

Services under this contract will be performed out of our Mission office. Additional support, if needed, will be provided by our regional offices (Brownsville, Seguin, Houston, and Austin). B2Z's Mission Engineering & Laboratory Offices employ over 50 professional and technical personnel. Services performed out of this office include, but are not limited to geotechnical engineering & testing, construction materials testing, environmental monitoring, general civil engineering, bridge/roadway design, drainage design, construction/project management, and construction engineering & inspection.

Statement of Interest

B2Z has an executed contract with the City of Edinburg to provide geotechnical engineering and construction materials testing services on an as-needed basis. ***We are ready and able to continue to provide these services.*** Our materials testing laboratory is equipped with all the required testing equipment to conduct the geotechnical and materials testing services that may be required by the City of Edinburg's projects.

B2Z is contracted by various entities to provide **geotechnical and construction materials testing services**. These entities include but are not limited to the Cities of Alamo, Edinburg, McAllen, Palmview, and Weslaco, the McAllen Public Utility, Hidalgo County, Hidalgo County Drainage District No. 1, TxDOT, and Hidalgo County Regional Mobility Authority. B2Z was ranked and selected as the **NUMBER ONE** firm for **TxDOT's Materials Engineering Statewide** contract and has been providing geotechnical and materials testing services all over the state. In addition to that contract, **B2Z has been awarded four other TxDOT prime contracts for geotechnical engineering and materials testing services.**

Unique Qualifications



B2Z maintains over 8,500 square feet of combined engineering office and laboratory space in Mission, TX. Our **state-of-the-art laboratory** contains the necessary tools and equipment to provide quality materials testing services. B2Z's team of highly qualified professionals has extensive experience working not only with but for public agencies and understands the nuances and complexities of working within the public sector project model. Whether we are working on a large or small project, **we give each task the same attention to technical excellence and quality control while maintaining responsiveness.**

B2Z also owns and operates four (4) Geotechnical drilling rigs and drilling support trucks. We have the capacity and capability to **expedite** geotechnical and **materials testing services** when necessary. We pride ourselves on hiring local professionals who have **over 200 years of combined TxDOT experience**. B2Z's team is comprised of **over twenty certified field and laboratory technicians,** half of whom possess more than ten years of individual experience. Their certifications include **Level 1A, 1B, and 2; SB 101, 102, 103, 201, and 202; and ACI**. B2Z would like for the City of Edinburg to continue to view our firm as an extension of its staff, utilizing our expertise whenever necessary.

B2Z's **vast experience** and **quality of services** have allowed us to obtain **AASHTO Accreditation, TxDOT, and USACE Certifications** for our Mission-based materials testing laboratory. We utilize the most up-to-date equipment to perform all construction materials testing services. Independent servicing agencies calibrate all our equipment, and our experienced technical staff conducts testing in compliance with all standards set by **AASHTO, ACI, ASTM, and TxDOT**.

In addition to our years of experience in providing compliant geotechnical engineering and construction materials testing, B2Z's staff holds a multitude of TxDOT Pre-Certifications. The following table shows B2Z's current TxDOT geotechnical and materials testing pre-certifications.

B2Z Engineering, LLC - Areas of Certification (TxDOT Pre-Certs.)			
12.1.1	ASPHALTIC CONCRETE PRODUCTION	12.2.5	HOT MIX ASPHALT (HMA) PLANT INSPECTION AND TESTING
12.1.2	PORTLAND CEMENT CONCRETE	12.4.1	PAVEMENT DESIGN SERVICES
12.1.3	MATERIALS ENGINEERING	12.5.1	PAVEMENT EVALUATION
12.1.4	ASPHALTIC CONCRETE PLACEMENT	14.1.1	SOIL EXPLORATION
12.1.5	PORTLAND CEMENT CONCRETE PLACEMENT	14.2.1	GEOTECHNICAL TESTING
12.1.6	EMBANKMENT/SUBGRADE/BACKFILL/BASE PRODUCTION	14.3.1	TRANSPORTATION FOUNDATION STUDIES
12.1.7	EMBANKMENT/SUBGRADE/BACKFILL/BASE PLACEMENT	14.4.1	BUILDING FOUNDATION STUDIES
12.2.1	CONCRETE PLANT INSPECTION AND TESTING	14.5.1	EVALUATION & DESIGN OF GEOTECHNICAL RELATED STRUCTURES
12.2.2	PREFABRICATED STRUCTURAL MATERIALS FABRICATION PLANT INSPECT		

In addition to being an **AASHTO, TxDOT, and USACE Certified Laboratory**, B2Z's field and laboratory technicians hold the following certifications:

- ACI CONCRETE FIELD-TESTING TECH GRADE 1
- ACI CONCRETE STRENGTH TESTING TECHNICIAN
- ACI AGGREGATE TESTING
- TXAPA HMA PLAN SPECIALIST – LEVEL 1A
- TXAPA SMA ROAD SPECIALIST – LEVEL 1B
- TXAPA HMA MIX DESIGN SPECIALIST – LEVEL 2
- TXAPA PROPERTIES SPECIALIST – SB 101
- TXAPA FIELD SPECIALIST – SB 102
- TXAPA MATERIALS ANALYSIS SPECIALIST – SB 103
- TXAPA STENGTH SPECIALIST – SB 201
- TXAPA COMPRESSIVE STRENGTH SPECIALIST – SB 202
- RADIATION SAFETY OFFICER
- OSHA 10 & OSHA 30
- NUCLEAR GAUGE SAFETY CERTIFIED
- HAZMAT CERTIFIED

Meeting Timeline Requirements & Staffing



We have staff available to begin work immediately for any size project (part-time or full-time). B2Z knows that maintaining a predictable project schedule is paramount to successful project delivery. Our team prides itself on meeting, and often exceeding the schedules developed by our clients and project owners. We have developed a system for project schedule monitoring that has proven itself on over $1B worth of construction contracts. As a function of our proven system, we would develop a schedule early in the process to ensure that we have the appropriate staffing levels assigned to the critical path components. This schedule would be developed in conjunction with both the client and any other project stakeholders with consideration of the major project milestones and anticipated project hurdles. B2Z has committed the services of experienced personnel who know and understand the tasks required to perform municipal projects. This will undoubtedly allow us to keep ahead of schedule and add additional resources as appropriate.

Ability to Expedite Services

B2Z is made up of technical and multi-discipline staff of ninety-five (95) employees, sixty-three (63) fleet vehicles, four (4) Geotechnical drilling rigs, and drilling support trucks. **We have the capacity and capability to fulfill all requests for expedited materials testing services.**





B2Z commits to continue responding promptly to the City of Edinburg's requests as they are received. We will make every effort to minimize scheduling conflicts. B2Z prefers to schedule field and laboratory work with at least 24 hours of advance notice. However, we understand that certain situations may occur where projects may require emergency services. During these instances, B2Z will make every effort to dispatch the appropriate personnel.

With all drilling and laboratory testing operations owned and managed by B2Z, we have the distinct ability to best manage our resources to meet deadlines.

B2Z FIRM CERTIFICATIONS



Texas Historically Underutilized Business (HUB) Certificate

HUB

Certificate/VID Number: 1311500978109
Approval Date: August 19, 2021
Effective Expiration Date: August 19, 2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

B2Z Engineering, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 19, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under this Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

HUB Certified Firm



Texas Unified Certification Program

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

B2Z ENGINEERING, LLC (VN 23626)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Tamela C. Baldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

DBE Certified Firm



WBENC

herdygram

National Women's Business Enterprise Certification

to

B2Z ENGINEERING, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 12, 2017
Expiration Date: June 30, 2023
WBENC National Certification Number: WBE2701147

WBEA

WBE Certified Firm



THIS CERTIFIES THAT

B2Z Engineering, LLC

NMSDC

*Nationally certified by the **SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

NAICS Code(s): 541330, 541360, 237310, 238220, 541330, 541350, 541490, 541611, 541618, 541620

*Description of these product classes as defined by the North American Industry Classification System (NAICS)

06/01/2022 — Issued Date
MX02305 — Certificate Number
06/01/2023 — Expiration Date
Ying McGuire, NMSDC CEO and President
Karen Bax President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile.

*MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

MBE Certified Firm

B2Z LABORATORY CERTIFICATIONS

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AASHTO

B2Z Engineering, LLC

in

Mission, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 08/14/2023 at 11:16 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/asp/accreditation-directory

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Texas Department of Transportation

Certificate of Accreditation

This is to signify that

B2Z Engineering – Mission, Texas
(900 S. Stewart Rd. Suite 2, Mission, Texas 78577)

Has demonstrated proficiency in the tests listed below and has met the minimum requirements set forth by the TxDOT Quality Assurance Program for Construction.

Tex-100-E, 101-E (Parts I, II & III), 103-E, 104-E, 105-F, 106-E, 107-E, 110-E (Part I), 113-E, 114-E, 115-E (Part I), 116-E, 117-E (Part II), 120-E (Part II), 121-E (Part II), 128-E, 129-E, 130-E (Parts I, II, III, IV), 140-E, 145-E (Part II), 200-F (Parts I & II), 201-F, 203-F, 205-F, 206-F (Part I), 207-F (Parts I, III, IV, V,VII & VIII), 212-F (Part II), 222-F, 225-F (Parts I, II), 227-F (Part II), 235-F, 236-F (Parts I, II), 237-F, 409-A, 401-A, 402-A, 404-A (Coarse Aggregate), 406-A (Part I), 407-A, 408-A, 415-A, 416-A, 418-A, 422-A, 423-A (Parts I & II), 450-A (Part III).

Presented by,

(Pharr District Laboratory)
Texas Department of Transportation

Effective Period: May 05, 2023 – May 05, 2026

Texas Department of Transportation

Sergio Canto, P.E.
Sergio Canto, P.E.
Pharr District Lab Engineer

MTC MATERIALS TESTING CENTER

USACE CERTIFICATE OF LABORATORY VALIDATION

ERDC

B2Z Engineering
900 South Stewart Rd. Suite 4
Mission, TX.
Aisha Gonzalez
(956) 585-3773

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
24 JUL 2023 AT 11:43 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 07/20/2025

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gatrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

B2Z Projects

B2Z is currently on the City of Edinburg's Geotechnical and Construction Materials Testing (CMT) rotation list and is well-versed in how the City likes to conduct its business. We have also provided services to governmental agencies throughout the State of Texas including, but not limited to, the City of Alamo, City of McAllen, City of Mission, Hidalgo County, Hidalgo County Drainage District No. 1, and TxDOT.



City of Edinburg – On-Call Geotechnical & Construction Materials Testing (CMT)

Client: City of Edinburg

Contact: Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer – Ph. (956) 292-7080

Services Provided: Geotechnical Engineering & Construction Materials Testing

Description/Scope: B2Z was contracted to provide geotechnical and construction materials testing services for various city projects. *B2Z has provided materials testing on* subgrade roadway, flex base roadway, pipe bedding material, asphalt concrete pavement, hydraulic cement concrete, curbs, gutters, sidewalks, and riprap. B2Z has over twenty (20) work authorizations under this contract. Please see below for a listing of active projects.

- Los Lagos Phase V
- Carmen Avila Subdivision Phase III
- 2812 Estates
- Vela & Flores Construction
- Ingle Springs Subdivision
- Hyde Park
- The Heights on Trenton Subdivision
- Municipal Park Sanitary Sewer
- Russell Village Subdivision
- Caledonia West Subdivision
- Atwood Village Subdivision
- Atwood Estates Subdivision
- Alberta Heights Subdivision
- Mariterry Estates Subdivision

McAllen Public Utility - Sprague Road Sewer Interceptor ~ Phase I

Client: McAllen Public Utility (MPU)

Contact: Mr. Marco A. Vega, P.E., General Manager – Ph. (956) 681-1770

Services Provided: Construction Materials Testing



Description/Scope: The Sprague Road Sewer Interceptor project consisted of the construction of a new 48" sewer line within the McAllen city limits. The project length in total, including accepted alternates, was approximately 6800 linear feet and the depth of the line was more than thirty feet at some locations. B2Z worked closely with MPU and the design engineer during the proposal and negotiation phase to find efficiencies in the testing frequencies that would still satisfy the engineer's requirements but also meet MPU's CMT budget. ***B2Z provided materials testing on*** embankment (liquid limit/plasticity index, gradations, moisture/density, in-place density), subgrade (pulverization, liquid limit/plasticity index, gradations, moisture/density, in-place density), flexible base stockpile testing (liquid limit/plasticity index, gradations, moisture/density, in-place density, wet-ball, triaxial), flexible base field testing (pulverization, liquid limit/plasticity index, gradations, moisture/density, in-place density), asphaltic concrete pavement testing (coarse aggregate, fines, mineral fillers, combined aggregate, complete mix), and hydraulic cement concrete (structural and non-structural).

City of Weslaco – On-Call Construction Materials Testing (CMT)



Client: City of Weslaco
Contact: Mr. Alberto Aldana, P.E., City Engineer – Ph. (956) 969-1533
Services Provided: Construction Materials Testing
Description/Scope: B2Z is contracted to provide construction materials testing (CMT) services as needed by the City of Weslaco. B2Z is evaluating soil properties, such as moisture content, by conducting laboratory soil tests (Atterberg limits, gradation, standard proctor, nuclear density, compressive strength, and more). Additionally, B2Z is providing field testing services on-sight to determine parameters such as field density. B2Z currently has seven work authorizations under this contract, as provided below:

- San Jacinto Estates Phase I & II
- Milanos Estates
- Freedom Storage Subdivision
- Pleasant View Estates
- Ten Fifteen Subdivision
- Fire Station No. 2 (Downtown)
- Police Station w/Municipal Court

City of Alamo – Geotechnical & Construction Materials Testing (CMT)

Client: City of Alamo
Contact: Mr. Bobby Salinas, City Manager – Ph. (956) 787-0006
Services Provided: Geotechnical Engineering & Construction Materials Testing
Description/Scope: B2Z was contracted to provide geotechnical engineering and construction materials testing (CMT) services on an "as-needed" basis. B2Z is currently conducting CMT for the **San Agustin Subdivision Phase III**. Services include testing on subgrade roadway, flex base roadway, pipe final backfill material 12" lifts waterlines, sanitary sewer and drainage, asphalt concrete pavement and hydraulic cement concrete curb & gutter, sidewalks, and riprap (Atterberg limits, moisture/density, and nuclear density, pavement thickness, concrete strength, etc.).

Hidalgo County Drainage District No. 1 – On-Call Geotechnical & Construction Materials Testing (CMT)

Client: Hidalgo County Drainage District No. 1 (HCDD1)
Contact: Mr. Raul Sesin, P.E., CFM, District Manager – Ph. (956) 292-7080
Services Provided: Geotechnical Engineering & Construction Materials Testing
Description/Scope: B2Z was contracted to provide on-call geotechnical and construction material testing services for various projects throughout Hidalgo County. B2Z has 20 CMT & 15 Geotechnical Work Authorizations under various On-Call Contracts including:



Anaquitas Drain Structure (Bond Project #8) (CMT) – B2Z is performing culvert box backfill testing (cement stabilized sand), embankment testing (plasticity index, gradation, moisture/density, in-place density), and flexible base for levee crown (Cast in Place, Type E Grade 4). Additional testing includes hydraulic cement concrete gatewell structure, culvert boxes, footing, and riprap.

Mission-McAllen Rado Alternate (Bond Project #25) (CMT) – B2Z is performing embankment testing (plasticity index, gradation, moisture/density, in-place density), backfill testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes subgrade (4% lime treated), 12" flexbase, asphalt concrete pavement (HMA – QC/QA), hydraulic cement concrete testing on wingwalls (Class C), and riprap/curb/sidewalk (Class A).

Pharr McAllen Drain (Bond Project #31) (CMT) – B2Z is performing embankment testing (plasticity index, gradation, moisture/density, in-place density), backfill testing (plasticity index, gradation, moisture/density, in-place density).

Hidalgo Drain (Bond Project #13) (CMT) – B2Z is performing asphalt concrete pavement testing (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile), embankment testing (plasticity index, gradation, moisture/density, in-place density), lime compliance testing, lime-treated subgrade testing (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base testing (plasticity index, gradation, moisture/density, wet ball mill, triaxial), lime-treated flexible base testing (pulverization gradation, plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing (Class A).

Mission Lateral- Sections I/II/III (Bond Project #26) (CMT) – B2Z is performing pipe bedding material testing (plasticity index, gradation), embankment testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on riprap/field drains.

Jackson Rd Drain (Bond Project #16) (CMT) – B2Z is performing flexible base for cut/restore (plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density), pipe bedding material testing (plasticity index, gradation), embankment testing (liquid limit, plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on gatewell structure & pump system (Class C) and hydraulic cement concrete testing on riprap/field drains.



Mission Inlet Balboa Estates (CMT) – B2Z is performing pipe & box bedding material testing (plasticity index, gradation), embankment testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on gateway structure and foundation (Class C) and hydraulic cement concrete testing on riprap/field drains.

Hidalgo Drain and Dicker Road Box Culvert Crossing (CMT) – B2Z is performing backfill testing at non-roadway (general backfill - plasticity index, gradation, moisture/density, in-place density), flexible base for cut/restore – Type E Grade 4 (plasticity index, gradation, wet ball mill, moisture/density, in-place density), pipe bedding material testing (plasticity index, gradation), backfill testing at roadway (cement stabilized backfill - plasticity index, gradation, moisture/density, unconfined compression, in-place density), asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density). Additional testing includes hydraulic cement concrete testing (Class C) junction box.

J-09 Drain Phase IV (CMT) – B2Z is performing asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density), flexible base for cut/restore (plasticity index, gradation, wet ball mill, moisture/density, in-place density), pipe bedding material testing (plasticity index, gradation), pipe haunch material testing conforming with ASTM D2321 (plasticity index, gradation, moisture/density, in-place density), pipe initial, final and field drain backfill testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on riprap/field drains.

Pharr McAllen Drain at HCID 2 Canal (Geo) – B2Z performed qualitative investigation of soil shear strength vs. proposed construction. Field exploration and laboratory testing conducted included moisture content, Atterberg limits, -200 determination, and sieve analysis with hydrometers.

Hidalgo County Health Department Testing/Bio-Safety Laboratory – Edinburg, TX

Client: Hidalgo County

Contact: Eduardo Olivarez, Chief Administrative Officer – Phone: (956) 383-6221

Services Provided: Geotechnical Engineering, Materials Testing, Construction Management, and Inspection Services



Description/Scope: B2Z was contracted to perform geotechnical and construction materials testing for a proposed 10,413 square feet, $4.08M facility consisting of a clinic, administration, and laboratory. Three (3) borings at a depth of 20 feet were drilled at approximate locations of the proposed building structure. Laboratory testing included Atterberg limits, gradation (-200), moisture content, sieve analysis, hydrometer, and sulfate content. B2Z provided structural evaluations of the borings, shear strength models, and soil profiles. Shallow foundation analysis and recommendations were provided, as well as construction recommendations.

Lopezville Park Improvements Project – San Juan, TX

Client: GDJ Engineering, LLC

Contact: Robert Macheska, P.E., Project Manager – Phone: (956) 684-8698

Services Provided: Geotechnical Engineering Services



Description/Scope: This $2M park project consisted of a 414,000-square-foot park and recreational center development. The project included a geotechnical investigation of proposed pavilions on drilled shafts, general park equipment, amenities on shallow footings, slabs for restroom facilities, patio rest areas, sports fields, and other items. Additionally, this project contained a proposed pond facility for recreational fishing and float activities. Geotechnical recommendations and analyses included deep foundations for drilled shafts, allowable bearing capacity of the shallow foundations (column square footings, edge strip footings), potential vertical rise (PVR), slab on grade analysis (WRI and PTI), flexible pavement design (for roadway connection, parking areas and inner park routes), global stability modeling for pond side-slopes and permeability modeling of pond soils (recommendations for pond lining).

Hidalgo County Precinct No. 3 – Mile 3 N Road Project

Client: Hidalgo County Precinct No. 3

Contact: Commissioner Everardo "Ever" Villarreal – Ph. (956) 585-4509

Services Provided: Construction Materials Testing and Construction Engineering & Inspection



Description/Scope: ***B2Z is providing material testing on*** lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial), embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (course aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile).

Hidalgo County Precinct No. 2 – Dicker Road Expansion Project

Client: Hidalgo County Precinct No. 2

Contact: Commissioner Eduardo "Eddie" Cantu – Ph. (956) 787-1891

Services Provided: Construction Materials Testing and Construction Engineering & Inspection



Description/Scope: ***B2Z provided material testing on*** lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (coarse aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile), embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial). Additional testing has included hydraulic cement concrete testing, drill shafts, wingwalls, and traffic rail foundation testing.

Hidalgo County Precinct No. 2 – Regional Linear Park Project (RLPP) ~ Section II

Client: Hidalgo County Precinct No. 2

Contact: Commissioner Eduardo "Eddie" Cantu – Ph. (956) 787-1891

Services Provided: Construction Materials Testing and Construction Engineering & Inspection



Description/Scope: ***B2Z provided material testing on*** embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial), lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (course aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile). Additional testing has included hydraulic cement concrete testing, riprap testing, and drill shaft testing.

Our Services

Shown through past project experience, B2Z is highly qualified to provide superior Geotechnical and Construction Material Testing services to the City of Edinburg. We understand the City is seeking firms able to perform the following services:

Geotechnical:

- *A. Slab on Grade Foundation Evaluation and Recommendation*
- *B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.*
- *C. Site Work*
- *D. Retention Systems*
- *E. Field Exploration*
- *F. Laboratory Testing*
- *G. Analysis and Reports*
- *H. Other Geotechnical Evaluation*
- *I. Environmental Reports*

Construction Materials Testing:

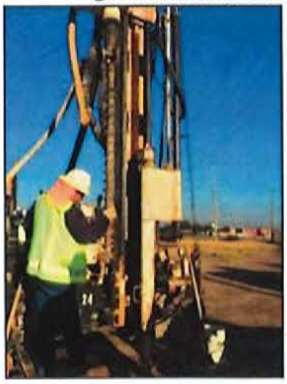
- *A. Plans Review*
- *B. Earthwork Services*
- *C. Density Testing*
- *D. Post Construction Services*
- *E. Foundation Inspection Services*
- *F. Concrete Services*
- *G. Structural Steel Services*
- *H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects*

Geotechnical Engineering Services

B2Z's geotechnical services typically follow a three-part approach. B2Z will first conduct project discovery. Project discovery entails defining project parameters regarding size, scope, materials, budget, schedule, location, existing conditions, and formulating a plan. Next, B2Z will conduct all the drilling, field observation/exploration, and pertinent field and laboratory testing requirements based on the needs defined in step one. Lastly, B2Z will prepare geotechnical engineering reports that will include recommendations to be used by the project design team to develop plans and specifications.



1. **Project Discovery** - Project discovery includes all preliminary coordination activities with the City of Edinburg. Identifying project structures, project location(s), proposed materials, and depths will help B2Z generate a boring plan that is both effective and efficient. The number of borings, depth of borings, and other project parameters (proximity to the lab, tests required, etc.) will determine the cost associated with geotechnical services.



2. **Field Exploration and Laboratory Testing** - After the City of Edinburg accepts the boring plan and proposal, B2Z will begin field activities by physically staking all boring locations in the field. All boring locations will be cross-checked with existing utility plans (if available) and identified/marked in the field by submitting a request to **Texas811**. Once the site is clear, B2Z will dispatch the appropriate drilling rig(s) to collect the necessary soil samples. Typical field operations include removing samples from collection apparatuses and classifying them to record boring logs. Samples are then appropriately packaged and sealed to minimize moisture loss and transported to our soil laboratory. Water level readings are taken during drilling,

directly after the conclusion of drilling, and after 24 hours. The crew will then backfill the borings.

3. **Geotechnical Reports** - Once all field investigations and laboratory tests are complete, the team compiles the information to finalize soil classification and subsurface details. The team will generate boring logs and test summary sheets using this data. The geotechnical engineer will write the geotechnical report, summarizing the data, embankment design analysis, foundations design analysis, and any other specified requirements for the project. The contents of the geotechnical report vary based on the project type and scope. The report will typically include a general project overview (including previous studies), boring logs, test summary sheets, existing surface and sub-surface conditions, geotechnical analysis, design parameters (such as deep foundation capacity and global stability analysis), and general construction considerations (deep/shallow foundation, MSE retaining walls, excavation, trenching, and embankment recommendations). The geotechnical engineer will note any project concerns and recommend solutions alongside the design and construction recommendations. *Our geotechnical reports are comprehensive, concise, and accurate, ensuring safe, cost-effective construction.*



Locate Public/Private Utilities

B2Z will dispatch a field technician to stake the location by utilizing the KMZ file provided by our geotechnical engineer. The technician identifies each drilling location, within a 40-foot radius, with a wooden stake painted orange. After staking, B2Z's experienced staff will request a utility check from Texas811 at least 48 hours prior to drilling work. B2Z provides Texas811 with the location coordinates of each boring, and Texas811 issues a ticket for each location. Texas811 will notify all utility companies with utilities present in the area, and the companies will mark their specific utility. Existing utilities are marked with colored flags or spray paint. Utility companies will reply to the ticket(s) issued for the boring, and tickets are saved in their respective projects for reference. Drilling operations can commence once all utilities have been cleared.

To update or view a map of the dig location click here to go to the Texas811 Portal Site.

Texas811 Locate Request

Ticket Number:	2261121577	Old Ticket:	
Source:	Voice	Hours Notice:	48
Type:	Normal	Taken Date:	4/21/2022 4:17:15 PM
Seq Num:	4		

Company Information

Excavator:	B2Z Engineering	Type:	Excavator
Address:	900 S Stewart Rd Suite 2	Contact:	NOE RODRIGUEZ
City, St, Zip:	Mission, TX 78572	Contact Phone:	(956) 599-0927
Phone:	(956) 585-3773	Caller:	NOE RODRIGUEZ
Fax:		Caller Phone:	(956) 599-0927
Callback:			
Caller Email:	NOE@B2ZENG.COM		
Contact Email:	NOE@B2ZENG.COM		

Construction Materials Testing (CMT) Services

CMT is an instrumental component of all construction projects. CMT is used to ensure methods and materials specified in the construction documents are being adhered to and properly installed. B2Z provides CMT services for the categories listed below:

- Quality Assurance and Quality Control (QA/QC)
- Field Inspection and Oversight
- Field and Laboratory Testing and Analysis

Quality Assurance and Quality Control (QA/QC)

Quality control is paramount to ensuring the completion of all testing according to specifications and within testing standard compliance. B2Z utilizes MetaField, a software-as-a-service (SaaS) platform used by project personnel, to schedule field activities, dispatch technicians, collect sample and activity data, organize test data, and generate final reports. This process requires approval at multiple steps to ensure collected data is accurately documented, recorded, and reported.



B2Z's dispatch program, MetaField, manages and tracks samples from the field to laboratory testing to final reporting, maintaining consistency and compliance for each project. MetaField facilitates the Project Manager and Task Leads by backchecking samples and field technician assignments. B2Z also utilizes MetaField to schedule and dispatch the appropriate personnel to each project throughout all parts of the day with minimal notice to maintain the same certified field technician(s) on each project. The technician will communicate with the Construction Superintendent every morning to confirm the scheduled tests for that day.

MetaField

MetaField gives our technicians the capability to input specimen data at project sites before returning to the lab for processing. Once the specimens have been entered, the system tracks when testing needs to be completed based on the assignments. This streamlined process helps ensure projects stay on time and within budget.



Field Inspection and Oversight

Field inspection, oversight, construction material testing (CMT), and an open line of communication with the contractor are pivotal to a successful construction operation. B2Z assigns experienced CMT engineers and technicians skilled in all aspects of construction materials and methods. The B2Z team has experience inspecting **soils, structural concrete placement, structural reinforcing steel, grout and mortar** (in both vertical and horizontal applications), **aggregates** (for concrete batching and pavement mixes), and **hot mix asphaltic concrete** (HMAC) (in roadway and parking lot applications).



Field and Laboratory Testing

Our laboratory team has vast experience and is proficient in all the latest **AASHTO, ACI, and TxDOT testing requirements**. Conducting all testing out of our Mission Lab will further ensure accurate testing results and a quicker turnaround. Performing CMT throughout the construction phases helps

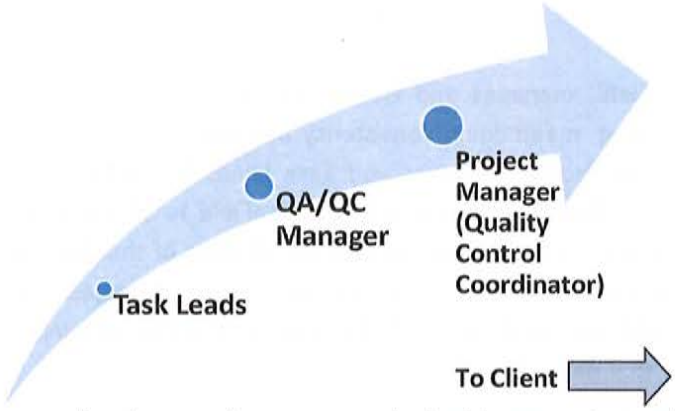
verify that all materials and methods utilized comply with the design engineer's plans and specifications. CMT testing will include the following categories:

- Soil observation, sampling & testing
- Field density testing
- HMAC pavement testing
- Concrete sampling & testing
- Concrete compressive strength
- Shotcrete sampling & testing

Quality Assurance Program

Utilizing quality control and quality assurance is vital to ensure all designs/analyses/final deliverables are of the highest quality and to reduce the presence of outliers in the statistical models of results. B2Z has developed written policies and procedures for various tasks to provide direction to staff and increase the consistency of all processes (modified only through project managers to provide flexibility due to any project variability).

B2Z's Management Plan calls for a three-tiered approach to QA/QC, where the first QA/QC comes from the Task Leads, followed by the QA/QC Oversight Representative, and lastly by the Project Manager. The Laboratory Managers are responsible for direct supervision of QA/QC programs in the field, and the Laboratory Engineer of Record is responsible for performing all supervisory reviews of technical procedures in the engineering laboratory. Ultimately, though, the Project Manager provides oversight of all QA/QC operations. This three-tiered approach provides a triple-check system of all reports, designs, and recommendations prior to submission to the client.



As part of B2Z's commitment to quality, key employees are tasked with overseeing and executing the quality control measures and policy. The project manager and quality control coordinator implement and enforce B2Z's quality measures.

Testing Capabilities

Soil and Base Material Testing

Moisture Content Determination	ASTM D2216 / Tex-103-E
Determination of Liquid Limit of Soils	Tex-104-E
Determination of Plastic Limit of Soils	Tex-105-E
Atterberg Limits of Soils	ASTM D 4318 / Tex-106-E
Bar Linear Shrinkage of Soils	Tex-107-E
Material Finer #200 Sieve	ASTM D 1140 / Tex-111-E
Lime Series Testing	Tex-112-E
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E
Standard Proctor	ASTM D 698
Modified Proctor	ASTM D 1557
Field Density Test (Nuclear)	ASTM D 6938 / Tex-115-E
Determination of Soil pH	Tex-128-E
Soil-Lime Testing	Tex-121-E
Resistivity of Soils (Laboratory)	Tex-129-E
Sieve Analysis	ASTM C 136 / Tex-200-F
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E
Soil Organic Content UV-VIS Method	Tex-148-E





Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 / Tex-406-A
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 / Tex-403-A
Cycle Magnesium Soundness	ASTM C88 / Tex-411-A
SSD Unit Weight of Aggregates	ASTM C29 / Tex-404-A
Percent Voids/Solids in Concrete Aggregate	Tex-405-A
Sand Equivalent	ASTM D 2419 / Tex-203-F
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 / Tex -403-A
Organic Impurities in Fine Aggregate	ASTM C 87 / Tex -408-A
Fineness Modulus of Fine Aggregate	Tex-402-A
Acid Insoluble of Fine Aggregate	Tex-612-J

Concrete and Masonry Field and Laboratory Testing

Slump Test	ASTM C 143 / Tex-415-A
Air Content (Pressure Method)	ASTM C 138 / Tex-416-A
Air Content (Volumetric)	ASTM C 173
Casting of Concrete Cylinders	ASTM C 31
Compressive Strength of Cyl. Specimen	ASTM C 39 / Tex-418-A
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192
Casting of Grout Prisms	ASTM C 1019
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39
Casting of Mortar Cubes	ASTM C 780
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109
Masonry Unit Prep. /Compressive Strength	ASTM C 140
Masonry Unit SPG/Absorption/Unit Wt.	ASTM C 140



Pavement Investigation / Thickness / Asphalt Quality

Coring – ACP Thickness	ASTM D 3549
Pavement Thickness Determination (Full Depth)	ASTM
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV



Tab III – Team Member Qualifications and Experience

B2Z Team Members

B2Z and its team members hold themselves to the highest level of both personal and professional integrity and only undertake tasks that they can perform competently and expertly. ***This ethical standard has resulted in B2Z not being party to a lawsuit since its inception in 2009, nor has a claim been made against its errors and omissions insurance policy.***

Furthermore, all B2Z personnel follow the National Society of Professional Engineers' (NSPE) code of ethics six fundamental canons.

NSPE® NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

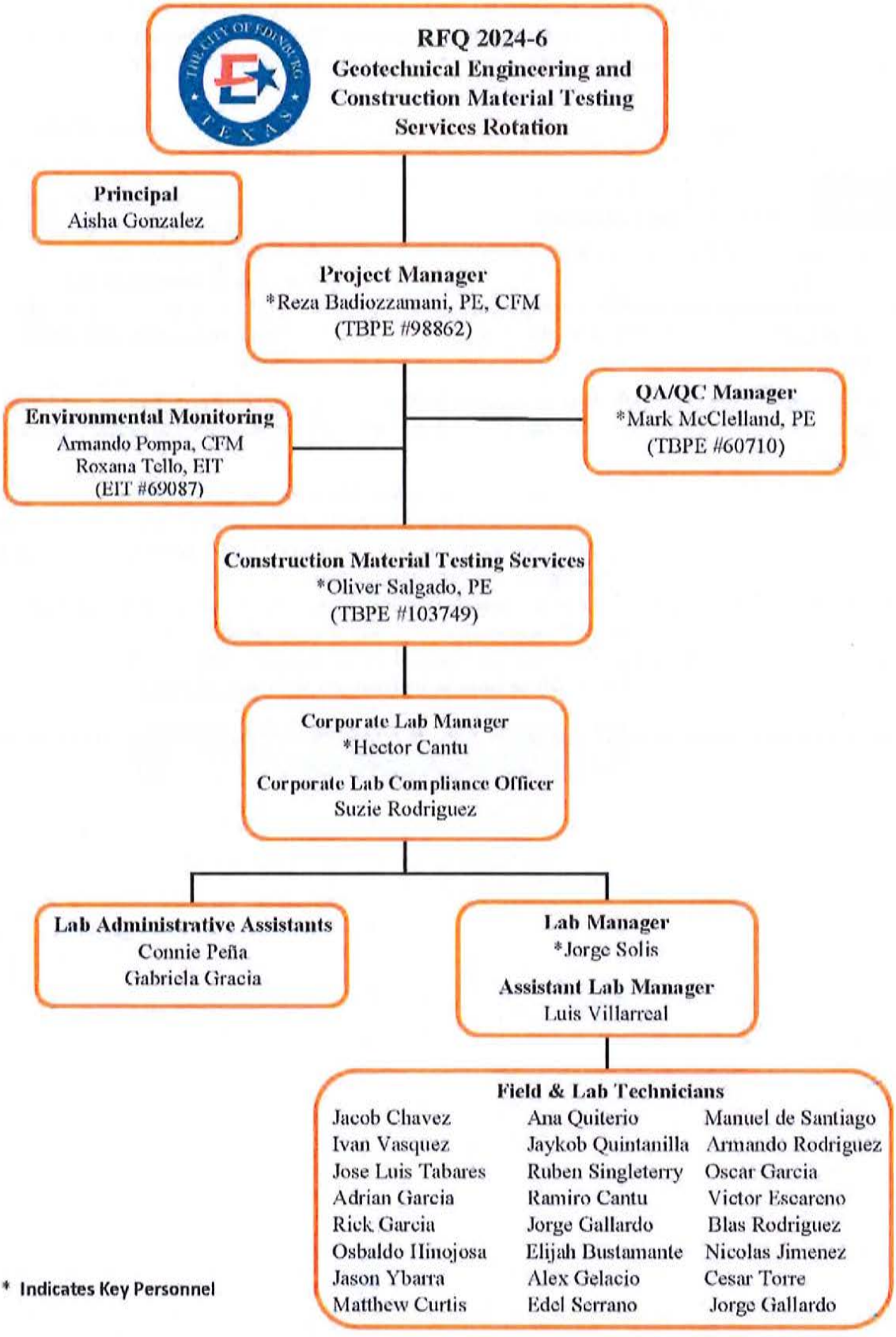
- Hold paramount the safety, health, and welfare of the public.
- Perform services only in areas of competence.
- Issue public statements only in an objective and truthful manner.
- Act for each employer or client as faithful agents or trustees.
- Avoid deceptive acts.
- Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor reputation, and usefulness of the profession.

B2Z's key personnel have been identified, as marked, on the organization chart provided on the following page. Within each respective role, the key personnel will perform all duties required and as needed to successfully complete the project on schedule and within budget.

Mr. Reza Badiozzamani, PE, CFM will serve as **B2Z's Project Manager** for this contract. He brings ***over 22 years*** of experience. Mr. Badiozzamani is responsible for all engineering, geotechnical, and construction material testing laboratory projects. ***Mr. Mark McClelland, PE,*** will serve as the **QA/QC Manager** for this contract. He brings ***over 43 years*** of experience in construction material testing and geotechnical engineering services. ***Mr. Oliver Salgado, PE,*** will serve as the **Geotechnical & Construction Materials Testing Section Manager.** He brings ***over 22 years*** of experience in construction material testing and geotechnical engineering services. ***Mr. Hector Cantu*** is **B2Z's Corporate Laboratory Manager**. He brings ***over 42 years*** of experience – with over 26 years working as TxDOT Pharr District's Laboratory Supervisor. ***Mr. Jorge Solis*** is the **Mission Office Laboratory Manager** with ***over 15 years*** of experience.

Resumes with biographic summaries and project experience have been provided on the following pages for all key personnel.

Organizational Chart



* Indicates Key Personnel



Reza Badiozzamani, PE, CFM

Summary

Mr. Badiozzamani functions as B2Z's Senior Project Manager. Mr. Badiozzamani is responsible for all engineering, geotechnical and construction material testing laboratory projects in addition to managing various aspects of the engineering laboratory division. His duties also include overseeing personnel during the development and subsequent completion of the B2Z projects and providing QC/QA for all laboratory testing procedures (verifying laboratory compliance with ASTM, AASHTO, ACI, and TxDOT testing requirements as specified by the project). Mr. Badiozzamani is responsible for the review of all Commercial and Governmental Construction Material Testing Reports produced by B2Z Engineering. Additionally, Mr. Badiozzamani assists the Geotechnical Engineer with the development and analyses of Geotechnical Studies and Recommendations for various clients. Mr. Badiozzamani has a wealth of hands-on experience in Soil Classification, Soil Testing, Soil Specialty Testing (Vane-Shear, Unconfined Compression, One-Dimensional Consolidation), and Concrete Field and Laboratory Testing.

Title
Project Manager

Years of Experience
22

Years with Firm
15

Education
BS, Civil Engineering, University of Texas – Austin w/Honors

Training/Certifications
Professional Engineer: Texas/98862

Certified Floodplain Manager CFM/2187-11N

Areas of Expertise
- Geotechnical Engineering
- Construction Materials Testing
- Bridge & Roadway Design
- Hydrology & Hydraulics
- Bidding Procedures
- Report Development
- Project Planning

TxDOT Pre-Certifications

3.2.1	10.1.1	14.1.1
4.2.1	10.2.1	14.2.1
4.4.1	11.1.1	14.3.1
5.2.1	12.1.3	14.4.1
5.5.1	12.4.1	14.5.1
8.1.1	12.5.1	

Relevant Project Experience

Various Projects | Client: City of McAllen

Various On-Call CMT Contracts - Tests performed on these projects included Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens. Performed construction observation and testing services on residential and commercial developments. Field experience included observations and testing of controlled fill, stormwater management facilities, subgrade stabilization, asphalt placement, concrete, pavement, retaining walls, roadway, and shallow building foundation construction. Ensure quality control and quality assurance were in accordance with local and project requirements.

On-Call CMT Contract | Client: Hidalgo County Drainage District

Various Projects throughout the Rio Grande Valley - Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. B2Z is performing embankment and backfill testing. Additional testing includes subgrade, 12" flexbase, asphalt concrete pavement, hydraulic cement concrete testing on wingwalls (Class C), and riprap/curb/sidewalk (Class A).

On-Call Geotechnical & CMT Contract | Client: South Texas College

B2Z was contracted to provide Geotechnical and CMT services for various campus-wide projects. He manages the construction materials testing and coordinates with the laboratory field technicians and inspectors to ensure that all materials testing functions are performed in accordance with industry standards and contract documents.

Mile 3 N Road Project | Client: Hidalgo County Precinct 3

General management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Additional Project Information Available Upon Request



Mark McClelland, PE

Title
QA/QC Manager

Years of Experience
43 (29 with TxDOT)

Years with Firm
6

Education
BS, Civil Engineering
University of Texas Austin

Training/Certifications
Professional Engineer:
Texas/60710

Areas of Expertise
- Geotechnical Engineering
- Geotechnical Drilling & Testing
- Retaining Wall Analysis & Design
- Deep Foundation Design
- Vessel Impact Analysis & Fender System Design
- Construction Materials Testing
- Laboratory/Field Operations
- Project Management
- Construction Support
- Quality Assurance/Quality Control
- Structural Engineering
- Roadway & Bridge Design

TxDOT Pre-Certifications

5.2.1	14.2.1
5.3.1	14.3.1
10.5.1	14.4.1
14.1.1	14.5.1

Summary

Mr. McClelland has 43 years of experience (29 years directly with TxDOT) in all aspects of Geotechnical Engineering. Most of his career was spent working in, and ultimately managing, the TxDOT Bridge Division Geotechnical Branch. He oversaw the update of the Geotechnical Manual, wrote all foundation and retaining wall Standard Specifications for the 2004 Spec Book, and oversaw the development of all current foundation and retaining wall design processes currently in use by TxDOT. He developed and oversaw the TxDOT Scour Management Program, and the program to manage structures on unknown foundations.

Relevant Experience

Structural Foundation Design

Oversaw foundation design for structures and personally designed foundations for 1000+ bridges ranging from simple off-system structures to complex, major bridge structures. Foundation types designed include drilled shafts, auger-cast piling, prestressed concrete piling, steel H-piling, steel pipe piling, steel and prestressed concrete sheet piling, and spread footings.

Slope and Retaining Wall Stability and Settlement

Oversaw evaluations for global stability and settlement of embankments, earth slopes, and retaining walls, and has analyzed 100+ slope and retaining wall projects. He is highly proficient and experienced in the external stability and global stability of slopes and wall systems and has used programs such as GSTABL to provide detailed models and analyses.

Geotechnical Exploration and Testing

Oversaw policies and methodologies for geotechnical exploration within TxDOT and developed 100+ soil exploration plans. This included determination of soil boring number, location and depth, appropriate in-situ, and laboratory testing, need for and installation of monitoring wells, inclinometers, and other field instrumentation, and final analysis and reporting of results.

Construction Support

Acted as primary construction and maintenance support within TxDOT for issues involving bridge foundations, retaining walls, slope and wall instabilities, river migration, and scour. Work included immediate resolution of time-sensitive construction problems, evaluation and remediation of ongoing maintenance issues, and training of TxDOT and contractor construction personnel.

Relevant Project Experience

Raymondville Drain – Hidalgo and Willacy County Main Outfall Project

This project consists of Geotechnical Exploration, Laboratory Testing and Value Engineering Recommendations for the placement of a new location Main County Outfall System in Hidalgo County and connection to & expansion of an existing Delta Region drain system in Willacy County approximately 60 Miles in length with the purpose of getting water from Hidalgo County to the Laguna Madre. The project includes: 20 Miles of New Location Outfall, 40 Miles of Existing Location Expansion to Outfall, 60 Bridge Crossings (including major crossings of US 281, US 77, SH 100 and Railroad), 1 Major Control Structure at North Main Drain (Interim Phase I Conditions), Potential Lake Detention Pond at La Sal Vieja Lake, Alternative for Diversion to Main Floodwater Channel in Willacy County. Geotechnical information has been primarily collected along all outfall stretches and various analyses were completed to verify adequacy of side slopes for proposed channel section (Slope Stability). Additionally, Foundation Design Analyses & Curves have been primarily generated for all crossings including investigation of Scourability based on D50-D90 parameters at the structure locations. This job is being let out in phases and as such is still currently underway.

Additional Project Information Available Upon Request



Title
Geotechnical/CMT Section Manager

Years of Experience
22

Years with Firm
7

Education
BS, Civil Engineering
University of Texas Austin, 2002

Training/Certifications
Professional Engineer: Texas/103749

Local Government Project Procedures Certified (LGPP)

Areas of Expertise
- Construction Materials
- Program/Project Management
- Geotechnical Testing
- Geotechnical Engineering
- Toll Plaza Design
- Bridge Design
- Foundation Design
- Pavement Design

TxDOT Pre-Certifications

3.2.1	8.1.1	14.2.1
4.2.1	10.1.1	14.3.1
5.2.1	10.2.1	14.5.1
5.3.1	12.1.3	
5.5.1	14.1.1	

Oliver F. Salgado, PE

Summary

Mr. Salgado has over 22 years of progressive experience in managing a wide range of diverse civil engineering projects. He is responsible for managing our laboratory division including all engineering, geotechnical and material testing projects. Mr. Salgado provides all QC/QA for testing procedures to ensure compliance with ASTM, A2LA, AASHTO, ACI, USACE and TxDOT. He has successfully delivered several multi-disciplinary and multi-office projects demonstrating his ability to increase and sustain efficiency in large scale projects, particularly within accelerated schedule environments.

Relevant Project Experience

Dicker Road Project / Hidalgo County, TX
Role: Materials Testing Manager
$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lane rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane). The Project is funded through the Hidalgo County MPO (TxDOT Category 7 funds) and is being constructed in accordance with County's general specs, TxDOT's standards, and is subject to State oversight to qualify for allotted federal reimbursements. B2Z was contracted to provide inspection, material testing and construction management services.

Harvey Camp Area Improvements / Harris County, TX
Role: Materials Testing Manager
$500K Construction Cost. Full depth repairs of Concrete Pavements, Curbs, Driveways and Sidewalks in various locations throughout the Harvey Camp Area. Construction material testing includes Sampling of freshly mixed concrete, making and curing concrete test specimens in the field, Slump of hydraulic cement concrete, Air Content of concrete by pressure method, and Compressive Strength of cylindrical concrete specimens. Preparation of cement stabilized sand samples for test, Moisture-Density relations of sand-cement mixtures, Moisture-Density relations for laboratory compaction characteristics of cement stabilized sand using standard efforts, Compressive Strength of Molded Cement-Sand cylinders and In-Place density and moisture content of soil and soil-aggregate by Nuclear Method (Shallow Depth).

TxDOT On-System & Off-System Bridge Replacements / Statewide
Role: Senior Project Manager
Providing engineering services generally described as preparation of plans, specifications, and estimates (PS&E) and related documents, for a new overpass along FM 116 at SH 9, a bridge replacement at SH 6 over Lake Waco, a bridge replacement at SH 174 over Lake Whitney in Hill County and two on-system bridge replacements on SH 31. The services being provided include, but are not limited to, preparing roadway and bridge design, hydrologic and hydraulic design, traffic signal design, survey, geotechnical data collection, environmental documentation necessary to support the design process, and construction phase services.

Additional Project Information Available Upon Request



Hector Cantu

Title
Corporate Lab Manager

Years of Experience
42 (26 w/TxDOT)

Years with Firm
6

Certifications/ Training
- AASHTO Accreditation ATG No. 19-3730
- Certificate 103 – Radiation Safety Officer Portable Density/ Moisture Gauge
- USCE Construction Quality Management Certificate for Contractors – No. 784
- TxDOT Environmental Process for Local Governments ENV429
- Hazmat Certification
- OSHA General Industry Safety & Health Certified
- OSHA Construction Safety & Health Certified

Areas of Expertise
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing
- Construction Inspection
- Highway Plan Review
- Knowledge of Federal and State Hwy Requirements

Summary

Mr. Cantu has over 42 years of experience in the field of Engineering. With over 26 years of TxDOT experience, Mr. Cantu brings a wealth of knowledge in material testing and has supervised the daily operations of laboratories which include staff training, development and performance reviews, utilization of equipment/ facilities, safety oversight, and quality of services/ work products. Mr. Cantu has served in supervisory roles and has monitored construction asphalt and concrete material testing as well as advanced geotechnical testing to support government and private sector work. Mr. Cantu supports engineers in functional areas of geotechnical design services, materials consulting, structure and roadway construction inspection, materials sampling, inspection, and testing. Mr. Cantu is well-versed in monitoring construction costs, writing and/ or supervising the preparation of proposals, reports, and correspondence, and communicating with contractors, supervisors, subordinates, local officials, and the public.

TxDOT Pre-Certifications: 11.3.1 – Construction Superintendent | 11.4.1 – Environmental Inspections 12.1.4 – Asphaltic Concrete Placement | 12.1.5 – Portland Cement Concrete Placement | 12.1.6 – Embankment/Subgrade/Backfill/Base Production | 12.1.7 – Embankment/Subgrade/Backfill/Base Placement | 18.3.1 – Utility Adjustment Coordination | 18.6.1 – Utility Management & Coordination Oversight

Relevant Project & Area Experience

Various Subdivision Projects | Cities of McAllen, Edinburg, Alamo, and Weslaco

General Management of Construction Materials Testing. Coordination with Mission Laboratory Manager, Field Manager and Field Technicians to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Reviewed all test reports pertaining to these projects. Tests performed on these projects included: Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens. Performed construction observation and testing services on residential and commercial developments. Field experience included observations and testing of controlled fill, stormwater management facilities, subgrade stabilization, asphalt placement, concrete, pavement, retaining walls, roadway, and shallow building foundation construction. Ensured quality control and quality assurance was in accordance with local and project requirements.

Regional Linear Park Project-Phase 2 / Hidalgo County

General Management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Dicker Road Project / Hidalgo County

General Management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Additional Project Information Available Upon Request



Title
Mission Laboratory Manager

Years of Experience
15

Years with Firm
6

Certifications/Training
- Local Government Project Procedures (LGPP) #70208
- Level 1A Plant Mix Specialist #3482
- Level 1B Roadway Specialist #8405
- AGG 101 Aggregate Specialist #111
- SB101 Properties Specialist #285
- SB102 Field Specialist #382
- SB103 Materials Analyst Specialist #144
- SB201 Strength Specialist #622
- SB202 Strength Specialist #373
- Concrete Field-Testing Technician – Grade I
- Concrete Strength Testing Technician
- 101 – Portable Nuclear Density / Moisture Gauge
- 102 – Portable Nuclear Gauge
- Hazmat Certification
- Radiation Safety Officer

Areas of Expertise
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing

Jorge Solis

Summary

Mr. Solis has over 15 years of experience in the field of Engineering. Mr. Solis gained experience starting and finishing the Federal Retaining Wall Project Segment 6-A and performing concrete tests such as slump, air content, temperature, casting compressive strength cylinders and testing. For two years Mr. Solis concentrated in the asphalt field where he performed most of the quality control testing. Mr. Solis has monitored construction asphalt and concrete material testing as well as advanced geotechnical testing to support government and private sector work. Mr. Solis supports engineers in functional areas of geotechnical design services, materials consulting, structure and roadway construction inspection, materials sampling, inspection, and testing.

TxDOT Pre-Certifications: 12.1.1 – Asphaltic Concrete Production | 12.1.2 – Portland Cement Concrete | 12.1.4 – Asphaltic Concrete Placement | 12.1.5 – Portland Cement Concrete Placement
12.1.6 – Embankment/Subgrade/Backfill/Base Production
12.1.7 – Embankment/Subgrade/Backfill/Base Placement

Relevant Project & Area Experience

El Paraiso Health Clinic Improvements & CRC / Hidalgo County, TX
General management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Various Subdivision Projects / Cities of McAllen, Edinburg, Alamo, and Weslaco
Tests performed on these projects included: Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens. Performed construction observation and testing services on residential and commercial developments. Field experience included observations and testing of controlled fill, stormwater management facilities, subgrade stabilization, asphalt placement, concrete, pavement, retaining walls, roadway, and shallow building foundation construction. Ensured quality control and quality assurance was in accordance with local and project requirements.

Mile 3 N. Road Project / Hidalgo County, TX
Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Dicker Road Project / Hidalgo County, TX
Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Additional Project Information Available Upon Request

FIRM & PE LICENSES

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

B2Z ENGINEERING, LLC
dba B2Z Engineering

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-11187

Expiration Date
04/30/2025

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 98862
Status: **ACTIVE**
Expires: 3/31/2025

ARON REZA BADIOZZAMANI

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **60710**
Status: **ACTIVE**
Expires: **9/30/2024**

MARK PATRICK MCCLELLAND

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **103749**
Status: **ACTIVE**
Expires: **3/31/2025**

OLIVER FRANCIS SALGADO

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Tab IV – References

City of Weslaco
Mr. Alberto Aldana, PE, City Engineer
(956) 969-1533

Geotechnical & CMT Project References:
Various Subdivisions & City Projects
Role: Geotechnical Engineering & Construction Material Testing Services
Services: Performing geotechnical engineering & testing on construction materials.

Hidalgo County Precinct No. 2
Commissioner Eduardo "Eddie" Cantu
(956) 787-1891

CMT Project References:
Regional Linear Park Project ~ Section II (Hidalgo County)
Role: Construction Engineering & Inspection and Material Testing Services
Services: Performed all testing on construction materials for the project.

Dicker Road Expansion Project (Hidalgo County)
Role: Construction Engineering & Inspection and Material Testing Services
Services: Performed all testing on construction materials for the project.

Hidalgo County Drainage District No. 1
Mr. Raul Sesin, PE, CFM, District Manager
(956) 292-7080

Geotechnical & CMT Project References:
Mission Lateral- Sections I/II/III (2018 Bond Ref Project #26)
Role: Construction Material Testing Services and Construction Management & Inspection
Services: Performing all testing on construction materials for the project.

Hidalgo Drain Military Crossing (Project #13)
Role: Construction Material Testing Services
Services: Performing all testing on construction materials for the project.

Pharr McAllen Drain (2018 Bond Ref Project #31)
Role: Geotechnical Engineering & Testing Services
Services: Geotechnical Site Investigation, Boring Logs, and Geotechnical Engineering Analysis/Design

City of Edinburg Projects

On-Call Geotechnical & Construction Materials Testing 2022-2024	
Team Members: Reza Badiozzamani Mark McClelland Oliver Salgado Hector Cantu Jorge Solis	Crestwood Subdivision WWTP Septage Improvement Service Center Upgrades – Geotechnical Services Edinburg Airport Lift Station Project Service Center Upgrades – CMT Services
On-Call Geotechnical & Construction Materials Testing 2020-2022	
Team Members: Reza Badiozzamani Mark McClelland Oliver Salgado Hector Cantu Jorge Solis	Los Lagos Phase V Subdivision Carmen Avila Phase III Subdivision 2812 Estates Vela and Flores Subdivision The Heights on Trenton Subdivision Phase II Ingle Springs Subdivision Hyde Park Subdivision The Heights on Trenton Subdivision Phase I Municipal Park Sanitary Sewer Russell Village Subdivision Caledonia West Subdivision Atwood Village Subdivision Atwood Estates Subdivision Alberta Heights Subdivision Mariterry Estates Subdivision Water Treatment Plant Improvement Rehabilitation of Existing Filter Sugar Mill Estates Los Lagos Phase VII (A) Subdivision Los Lagos Phase VII (B) Subdivision Monarco Estates RG Estates Phase III Los Cielos Subdivision No. 2
On-Call Geotechnical & Construction Materials Testing 2018-2020	
Team Members: Reza Badiozzamani Mark McClelland Oliver Salgado Hector Cantu Jorge Solis	Carmen Avila Subdivision IV Restroom Facilities at Fountain, Apollo, Memorial, and Municipal Parks Las Olas Estates Subdivision

Tab V – Insurance

As a function of day-to-day business, B2Z carries a Professional Liability of $2 Million. Additionally, B2Z carries a General Liability of $1 Million (each claim) / $2 Million (aggregate), an Automobile Liability of $1 Million (combined), an Umbrella Liability of $2 Million (each claim) / $2 Million (aggregate), and a Worker's Compensation and Employers Liability of $1 Million. **B2Z has no pending or past insurance claims.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: ccarpenter@riskspecialtygroup.com
INSURED B2ZENGI-01 B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers — 19038 INSURER B : The Travelers Indemnity Compan — 25658 INSURER C : The Travelers Indemnity of Ame — 25666 INSURER D : Travelers Property Casualty In — 25674 INSURER E : Great Midwest Insurance Compan — 18694 INSURER F :

COVERAGES — CERTIFICATE NUMBER: 1885379283 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Incl. Unmanned Aircraft Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6807N737635	7/10/2024	7/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 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			BA9R235112	7/10/2024	7/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP1P237416	7/10/2024	7/10/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB7N741163	7/10/2024	7/10/2025	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	Professional Liability including Pollution Liability (claims made)			AE-GM-0000426-00	7/10/2024	7/10/2025	Each 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	CANCELLATION
City of Edinburg 415 W. University Dr. Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Tab VI – Professional Services Agreement

B2Z ENGINEERING

July 15, 2024

Mr. Mardoqueo Hinojosa, PE, CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: RFQ No. 2024-6
Geotechnical Engineering and Construction Materials Testing Services Rotation
Professional Services Agreement

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) has thoroughly reviewed the Professional Services Agreement provided by the City of Edinburg. We are pleased to confirm that our certificate of insurance, as provided within Tab V of the statement of qualification submission, fully meets the prerequisite insurance requirements. We are committed to maintaining this compliance throughout the project. Furthermore, if selected, B2Z agrees to enter into such an agreement.

Sincerely,

Aisha Gonzalez
President

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

Tab VII – Contact Information

Mrs. Aisha Gonzalez, the President and Owner of B2Z Engineering, and Mr. Reza Badiozzamani, PE, CFM, the assigned Project Manager, will serve as the point of contact. Please find the requested contact information below.

Name	Title	Address	Phone Numbers	Email Address
Mrs. Aisha Gonzalez	President/Owner	900 S. Stewart Rd, Ste. 12 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 566-3421	Aisha@B2ZEng.com
Mr. Reza Badiozzamani, PE, CFM	Senior Project Manager	900 S. Stewart Rd, Ste. 2 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 655-1995	Reza@B2ZEng.com

Appendix

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:
07/15/2024

Company/Vendor Name:
B2Z Engineering, LLC

Printed Name and Title:
Aisha Gonzalez, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: B2Z Engineering, LLC
(Full, correct legal name)

- Address: 900 S. Stewart Road, Suite 2
  Mission, TX 78572
- Telephone/Fax: T: (956) 585-3773 | F: N/A
- Email address: Aisha@B2ZEng.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? 900 S. Stewart Road, Suite 12
Mission, TX 78572

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? N/A

_____ (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. _____
N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Reza Badiozzamani, PE, CFM
Address: 900 S. Stewart Road, Suite 2, Mission, TX 78572
Telephone: (956) 585-3773
Fax: N/A
Email: Reza@B2ZEng.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. N/A

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. N/A

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of B2Z Engineering, 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:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

07/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of B2Z Engineering, 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:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

07/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of

B2Z Engineering, 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:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

07/15/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Aisha Gonzalez, being first duly sworn, deposes and says that: *(Name)*

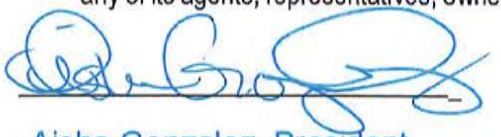
(1) She/He is President of B2Z Engineering, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) She/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 Aisha Gonzalez, President

Subscribed and sworn to me this 15th day of July 2024.

By:



Notary Public



My commission expires 09/03/2028

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.**

B2Z Engineering, 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 Aisha Gonzalez

Signature of vendor doing business with the governmental entity

07/15/2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z ENGINEERING, INC. FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-006

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	**CONTACT NAME:** Candi Carpenter **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ccarpenter@riskspecialtygroup.com
INSURED B2ZENGI-01 B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers 19038 INSURER B : The Travelers Indemnity Compan 25658 INSURER C : The Travelers Indemnity of Ame 25666 INSURER D : Travelers Property Casualty In 25674 INSURER E : Great Midwest Insurance Compan 18694 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1885379283 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Incl. Unmanned Aircraft Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6807N737635	7/10/2024	7/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 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			BA9R235112	7/10/2024	7/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP1P237416	7/10/2024	7/10/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7N741163	7/10/2024	7/10/2025	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	Professional Liability including Pollution Liability (claims made)			AE-GM-0000426-00	7/10/2024	7/10/2025	Each 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

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Policy Number: PLLC68G-007N906576-23-47/07790208-1/CUP-7N907143-19-47/UB7N907327-22-47-G/PLLC107111239

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IAM Insurance Agency L.L.C. P.O. Box 657 Edinburg, Tx 78540-0657	CONTACT NAME: Ismael (Smiley) Martinez PHONE (A/C, No, Ext): (956)207-2789 FAX (A/C, No): ( ) - E-MAIL ADDRESS: iamins@sbcglobal.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Specialty Insurance Company	
INSURED M2 Engineering, PLLC Emigdio Salinas P.O. Box 5069 McAllen, TX 78502	INSURER B: Progressivve County Mutual Ins. Co.	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D: New Hampshire Insurance Company	
	INSURER E: Travelers Ins	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR	X	X	PLLC68G-007N906576-23-47	06/22/2024	06/22/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
	OTHER:							$
B	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	07790208-1	06/25/2024	06/25/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Any Auto	$ 1,000,000
E	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE	X	X	CUP-7N907143-19-47	06/22/2024	06/22/2025	EACH OCCURRENCE	$ 3,000,000
	DED / RETENTION $						AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB7N907327-22-47-G)	06/23/2024	06/23/2025	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabiltiy	X	X	PLLC107111239	06/22/2024	06/22/2026		2 Mil/2Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CG-2037 (Additional Named Insured) City of Edinburg

Blanket WOS must be listed in favor of the City of Edinburg

CG- (Primary/Non-Contributory) Primary/Non-Contributory Clause City of Edinburg

Amendment No. 1 to Lift Station 19 Force Main Relocation Project

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University Dr. P.O. Box 1079 Edinburg, Texas 78540	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 Ismael A.Martinez

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B2Z ENGINEERING LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DZK2ZFJGB729	**7SP00**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 31, 2026**	
Physical Address	Mailing Address	
900 S Stewart RD STE 4 **Mission, Texas 78572-6461** **United States**	**PO Box 2724** **Mcallen, Texas 78502** **United States**	

Business Information

Doing Business as	Division Name	Division Number
B2Z ENGINEERING LLC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**www.b2zeng.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 6, 2026	**Dec 31, 2025**	**Jan 26, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 9, 2009	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged Business
Women-Owned Small Business
Women-Owned Business
Hispanic American Owned

SBA Certified 8(a) Program Participant
Entrance Date: **May 15, 2020**
Exit Date: **May 14, 2030**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**7SP00**

Points of Contact

Electronic Business

Aisha M Gonzalez, President/Owner

900 S. Stewart RD., STE. 4
Mission, Texas 78572
United States

Government Business

Nicholus I Munoz, Vice President

900 S Stewart RD Suite 4
Palmview, Texas 78572
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	236220	**Commercial And Institutional Building Construction**
	237310	**Highway, Street, And Bridge Construction**
	238910	**Site Preparation Contractors**
	541320	**Landscape Architectural Services**
	541340	**Drafting Services**
	541350	**Building Inspection Services**
	541380	**Testing Laboratories And Services**
	541410	**Interior Design Services**
	541430	**Graphic Design Services**
	541490	**Other Specialized Design Services**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**
	541620	**Environmental Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Oklahoma		
Texas		

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.B.
El Cibolo Elevated Water Storage Tank

1. Agenda Item:

Consider Authorizing the Repairs of El Cibolo Elevated Water Storage Tank from Viking Industrial Painting, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 761-25 in the Amount Not to Exceed $34,800.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

To support efficient and cost-effective procurement, the City of Edinburg participates in several cooperative purchasing programs across the State of Texas, including the Houston-Galveston Area Council (HGAC), BuyBoard, Sourcewell, the Texas Interlocal Purchasing System (TIPS), OMNIA Partners, the Texas Department of Information Resources (DIR), and the Texas Facilities Commission (TFC). Participation in these programs ensures compliance with Texas procurement laws while enabling the City to leverage collective purchasing power to obtain competitively bid pricing for goods, services, and commodities.

The proposed project consists of maintenance work on the City's Cibolo Elevated Water Storage Tank. Scope of work includes an exterior wash, application of a rust-inhibitive epoxy coating, and spot painting. These improvements are necessary due to visible corrosion and discoloration on the structure's exterior. Completing this maintenance will help prevent further deterioration and reduce the risk of costly repairs associated with leaks or structural failure if left unaddressed.

Funding for this project is available in the Fiscal Year 2025–2026, Utility Fund Operating Budget.

3. Staff's Recommendation:

Approve Authorizing the Repairs of El Cibolo Elevated Water Storage Tank from Viking Industrial Painting, Through the Local Government Purchasing Cooperative (Buyboard) Contract No. 761-25 in the Amount Not to Exceed $34,800.00.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Agreement - Viking Industrial Painting

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VIKING INDUSTRIAL PAINTING FOR THE MAINTENANCE AND REHAB OF EL CIBOLO WATER TANK

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Viking Industrial Painting**, (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as **Exhibit "**A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as **Exhibit "A".**

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieved Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION IV

PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **as listed in Exhibit A** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted

defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 300 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no lability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the

City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:**

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and

monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit “B” and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature

or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including its attorneys' fees, cost, and expenses.

SECTION XVII
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against

the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXI
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:

Viking Industrial Painting
1996 Harbour Circle
League City, Texas 77573
(281) 667-2992

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXIII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all

payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIV
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be

deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2026.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:
BENITO ALONZO

BY:_____
Benito Alonzo, Interim City Attorney

VIKING INDUSTRIAL PAINTING

BY:_____
Serena Stach
1996 Harbour Circle
League City, Texas 77573
Phone: (281) 667-2992

Attachments: Exhibit "A" Proposal
Exhibit "B" Certificate of Insurance

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND VIKING INDUSTRIAL PAINTING

VIKING
INDUSTRIAL PAINTING

1996 Harbour Circle
League City, Texas 77573

vikingindustrialpainting.com

PROPOSAL

Please sign and date and return one (1) copy to our office or by email. Please keep a copy for your records.

CONTACT DETAILS

Proposal Submitted To	**City of Edinburg, Texas**	Proposal Submitted By	**Brooks Pranger** **281-667-2992** **brooks@viptanks.com**
Address	**1752 S. MonMack Rd, Edinburg, TX 78539**	Client Contact	**Omar Barbosa**
Client Phone	**956-330-8540**	Client Email	**obarbosa@cityofedinburg.com**
Job Location	**E El Cibolo rd and N 281 Expressway**	Tank Name	**Elevated Water Storage**
Job Name	**Cibolo Tank**	Tank Size and Style	**400,000 KG Elevated Legged**
Date Submitted	**Feb 17, 2026**	Estimated Start Date	**2026**

SERVICES

Buyboard-Water Storage Tank Maintenance & Rehabilitation, Trenchless Pipe Repair Systems -# 761-25

Pressure wash tank with Rust repairs: $15,000.00

- Tank to be fully water blasted to remove all dirt, loose coatings, and biological debris

Repair only: $19,000.00

- All areas of exposed steel in pictures to be prepared in accordance with SSPC-SP3 power tool clean followed by a “spot” coat of rust inhibitive epoxy coating.
- All areas repaired or paint flaked off to receive one spot topcoat of UV aliphatic polyurethane coating. (Patches will be visible)

Performanc and Payment Bonds-$800.00

COST

Total Cost of Materials and Labor	$34,800	Payment Terms	Net 30 upon completion of project

AGREEMENT TERMS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Authorized Client Printed Name	**Brooks Pranger**	Proposal Date:	**February 18, 2026**
Authorized Preparer Signature	*Brooks Pranger*		

ACCEPTANCE OF PROPOSAL

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Painting LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Client Printed Name		Date of Acceptance	
Authorized Client Signature			

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND VIKING INDUSTRIAL PAINTING

Client#: 767410 VIKINPAINT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Becca A Dingwell	
INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: Becca.Dingwell@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED Viking Painting, LLC 10905 Harrison St. La Vista, NE 68128	INSURER B : American Guarantee and Liability Ins Co	26247
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D : Navigators Specialty Insurance Company	36056
	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 CLAIMS-MADE X OCCUR X BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO567923003	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP567923203	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			AUC631584203	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE $	$9,000,000 $9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	RWC300177502	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Pollution	X	X	CH25ECPZ0LHUJIC	06/21/2025	06/21/2026	$2,000,000 Limit	
A	Install. Floater	X	X	CPP567922903	04/01/2025	04/01/2026	$2,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sample

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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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.C.
Water Line Access Agreement between City and Sharyland Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation and Marco Santivanez (Developer) to Provide Fire Protection Services to The Woodlands on Jackson Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. **Description:**
This agreement authorizes the installation of fire hydrants and associated appurtenances to provide adequate fire protection for the Woodlands on Jackson Subdivision. The property owner/developer will cover all material and installation costs, while the City will assume responsibility for ongoing maintenance.

The Woodlands on Jackson Subdivision is located within the city limits and falls under the Certificate of Convenience and Necessity (CCN) held by Sharyland Water Supply Corporation.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation and Marco Santivanez (Developer) to provide fire protection services to The Woodlands on Jackson Subdivision.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Agreement - The Woodlands on Jackson Subdivision

LOCATION MAP



THE WOODLANDS ON JACKSON SUBDIVISION

REQUESTED BY: UTILITIES DEPT. | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** MARCH 16, 2025

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.

MAP PATH: J:\00_DATA\01_DEPARTMENTS\UTILITIES\01_UTILITIES_ADMINISTRATION\02_WATERLINE_ACCESS_AGREEMENT\2026\03_MARCH\THE WOODLANDS ON JACKSON SUBDIVISION\THE WOODLANDS ON JACKSON SUBDIVISION.mxd

AGREEMENT

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Richard W. Fryer,
J.D., P.E., LEED AP

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

March 17, 2026

Via U.S. Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg, Marco Santivanez - The Woodlands at Jackson Subdivision

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for the Woodlands at Jackson Subdivision for signature on behalf of the City of Edinburg (***"City"***) along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience for signature by Sharyland Water Supply Corporation.

Once the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

CITY OF EDINBURG
RECEIVED
MAR 17 2026
UTILITIES DEPARTMENT

RWF/kb
Enclosures

c:. ./KarensFiles/SWSC/WAA/Edinburg/TheWoodlandsonJacksonSubdWAA/City ltr3/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1428318

Date Filed:
03/03/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sharyland Water Supply Corporation
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.
SWSCWAA033
Waterline Access Agreement for the Woodlands at Jackson Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santivanez, Marco	Edinburg, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlos R. Lima, and my date of birth is 8/18/1975.

My address is 321 S. Shary Blvd, Alton (city), TX (state), 78574 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Tx, on the 3 day of March (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN: SHARYLAND WATER**
	§	**SUPPLY CORPORATION; MARCO**
	§	**SANTIVANEZ; AND CITY OF**
COUNTY OF HIDALGO	§	**EDINBURG**

WATERLINE ACCESS AGREEMENT
(with City and Owner)

WHEREAS, Sharyland Water Supply Corporation ("**SWSC**") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Marco Santivanez, ("**Owner**") is developing the subdivision in the location described in **Exhibit "A",** The Woodlands at Jackson Subdivision (the "**Subdivision**) and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owner and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. Owner and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information

affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and maintained by Owner and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Owner. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Owner's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER

AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND OWNER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO

ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS

FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Owner will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Owner will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and

appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owner and City agrees to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.

c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18. SWSC may notify Owner and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice in the Subdivision. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an

appropriate backflow prevention device at the service connection at the sole expense of Owner and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owner and/or City.

19. Owner shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.

20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.

23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of SWSC, the City and Owner authorize completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Owner and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of_____, 20____.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540
Phone: (956) 388-8204
Fax: (956) 383-7111

By:_____
Clarice Balderas, City Secretary

By:_____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____
Benito Alonzo, Interim City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is City Manager of the City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____ _____ 20_____.

_____
Notary Public in and for the State of Texas

2413 Victoria Avenue
Edinburg, Texas 78539

By: _____
Marco Santivanez

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Marco Santivanez**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of March, 2026.

KAREN M. BABINEAUX
Notary Public, State of Texas
Comm. Expires 12-03-2029
Notary ID 6818394

_____
Notary Public, State of Texas

SHARYLAND WATER SUPPLY
CORPORATION
321 S. Shary Blvd.
Alton, Texas 78573
956-585-6081 (phone)
956-585-5450 (fax)

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

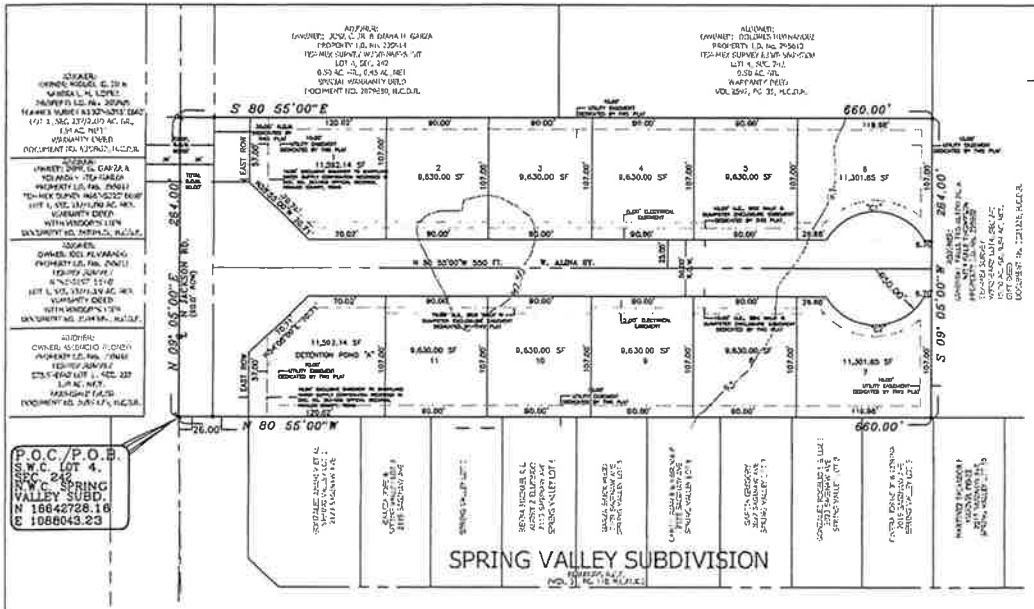
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carlos Lima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of Sharyland Water Supply Corporation, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

_____
Notary Public, State of Texas

EXHIBIT "A"

A 4.00 Acre Tract of Land out of Lot 4, Section 242, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, as per Map recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas.



LEGEND





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

N

1:1000 VICINITY MAP



GENERAL NOTES:

1. PROPOSED SETBACKS FOR RESIDENTIAL MULTIFAMILY (RM) ZONED LOTS AS PER THE FOLLOWING:

FRONT	10' OR GREATER FOR EASEMENTS
REAR	10' OR GREATER FOR EASEMENTS
SIDE	05' OR GREATER FOR EASEMENTS
FRONT CUL-DE-SAC	15' OR GREATER FOR EASEMENTS
REAR CUL-DE-SAC	15' OR GREATER FOR EASEMENTS
STREET SIDE YARD (CORNER)	10' OR GREATER FOR EASEMENTS
GARAGE	18' OR GREATER FOR EASEMENTS

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
"C1"	104.72'	50.00'	120°00'00"	N80°55'00"W 86.60'
"C2"	104.72'	50.00'	120°00'00"	S80°55'00"E 86.60'

2. MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION: 24" ABOVE TOP OF CURB MEASURED AT FRONT OF EACH LOT.
3. THE SUBDIVISION IS IN 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, IN ACCORDANCE WITH F.E.M.A. COMMUNITY FIRM MAP NO. 480338 0030 E, MAP REVISED JUNE 06, 2000.
4. BENCHMARK: 96.00 NAIL ON POWER POLE FOUND SOUTH WEST CORNER OF PROPOSED SUBDIVISION. NAVD 88 DATUM. LAT 26.322537°N LON -98.182058° E
5. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY AND/OR WATER LINE EASEMENTS, GAS LINE EASEMENTS AND IRRIGATION EASEMENTS.
6. TOTAL VOLUME REQUIRED TO DETAIN 0.65 AC-FT (28,098 C.F.) OF STORM RUNOFF AS PER APPROVED DRAINAGE REPORT FOR THE WOODLAND AT JACKSON SUBDIVISION.
7. NO ACCESS TO LOT 1 FROM N. JACKSON ROAD IS ALLOWED.
8. A FIVE (5.0) FOOT SIDEWALK SHALL BE REQUIRED BEHIND THE BACK OF CURB ALONG JACKSON ROAD AND BOTH SIDES OF W ALINA ST. SIDEWALKS SHALL BE CONSTRUCTED AT BUILDING PERMIT STAGE INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.
9. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWQP REQUIREMENTS).
10. SET NO. 4 INCH REBAR ON ALL LOT CORNERS.
11. PROPERTY ZONING IS RESIDENTIAL MULTIFAMILY (RM).
12. A SEPARATE PERMIT IS REQUIRED FOR SIDEWALKS DURING BUILDING PERMIT STAGE FOR RESIDENTIAL USE.
13. 50% OF PERCENT OF THE PARKLAND FEE WILL BE REQUIRED AT BUILDING PERMIT STAGE $300.00/LOT.
14. NO CEDAR FENCE OR BLOCK SHALL BE ALLOWED ON FRONT OF LOTS.
15. ALL LOTS MUST HAVE 1 % GRADE FROM REAR OF LOT TO STREET TO PROVIDE POSITIVE DRAINAGE.
16. DRAINAGE DETENTION AREA "A" SHALL BE USED FOR THE PURPOSES OF DRAINAGE DETENTION FOR THE WOODLANDS AT JACKSON SUBDIVISION ONLY AND CANNOT BE EXCHANGED FOR OWNERSHIP. DRAINAGE POND SHALL BE MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL HOA IS ESTABLISHED.
17. ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE, NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MARCO SANTIVANEZ	2413 VICTORIA AVENUE	EDINBURG TX. 78539	(956) 250-8681
ENGINEER:	MARIO A. SALINAS	3911 N. 10TH STREET, SUITE H	McALLEN, TX. 78501	(956) 537-1311
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVENUE	McALLEN, TX. 78501	(956) 682-8081

N

1"=50'

MAP OF THE WOODLANDS AT JACKSON SUBDIVISION

A 4.00 ACRE TRACT OF LAND OUT OF LOT 4, SECTION TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO, TEXAS.

METES AND BOUNDS DESCRIPTION

BEING A 4.00 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 4, SECTION 242 , TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHWEST CORNER OF SAID LOT 4 LOCATED IN THE CENTER OF N. JACKSON ROAD FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT; SAID NAIL FURTHER BEING LOCATED ON THE NORTHWEST CORNER OF SPRING VALLEY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 51, PAGE 170, HIDALGO COUNTY MAP RECORDS;

(1) THENCE, NORTH 09 DEGREES 05 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 264.0 FEET TO A NAIL FOUND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 80 DEGREES 55 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 30.0 FEET PASS A ⅝ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. JACKSON ROAD, AT A DISTANCE OF 660.0 FEET IN ALL TO ⅝ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 09 DEGREES 05 MINUTES WEST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 4, DISTANCE OF 264.0 FEET TO A ⅝ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 SAME BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF SAID SPRING VALLEY SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 80 DEGREES 55 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 4 AND THE NORTH LINE OF SAID SPRING VALLEY SUBDIVISION, A DISTANCE OF 630.0 FEET PASS A ⅝ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. JACKSON ROAD, AT A DISTANCE OF 660.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 4.0 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE WEST 30.0 FEET (OR 0.18 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID N. JACKSON ROAD, LEAVING 3.82 NET ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, DAVID O. SALINAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARE FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF EDINBURG SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

SALINAS ENGINEERING & ASSOCIATES — DATE
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFOL AVE.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. SALINAS, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MARIO A. SALINAS, P.E. — DATE
LICENSED PROFESSIONAL ENGINEER # 86611
3911 N. 10TH STREET, SUITE H.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE WOODLANDS AT JACKSON SUBDIVISION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME(S) IS/ARE SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE SURFACE USE OF THE STREETS, COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF EDINBURG, EMPLOYEES OF THE UTILITY COMPANIES UNDER FRANCHISE OF SAID CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS, OWNERSHIP AND MAINTENANCE OF ALL STREET IMPROVEMENTS AND COMMON AREA(S) SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE WOODLANDS HOMEOWNER'S ASSOCIATION.

MARCO SANTIVANEZ — DATE
2413 VICTORIA AVENUE
EDINBURG, TEXAS 78539

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (SHE) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ 2026.

NOTARY PUBLIC — DATE

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS THE WOODLANDS AT JACKSON SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE ____ DAY OF _____ 2026.

CHAIRMAN, PLANNING & ZONING COMMISSION — DATE

SHARYLAND WATER SUPPLY CORPORATION

I, CARLOS LIMA, HEREBY CONDITIONALLY CERTIFY THAT POTABLE WATER SERVICE IS AVAILABLE FOR THE WOODLANDS AT JACKSON SUBDIVISION LOCATED AT THE CITY OF EDINBURG, IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE SUBDIVISIONS POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DEVELOPERS DESIGN ENGINEER, ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND ITS DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER SYSTEM IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EXCLUSIVE EASEMENT.

CARLOS LIMA — DATE
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE ____ DAY OF _____, 2026.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

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 TEX. 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

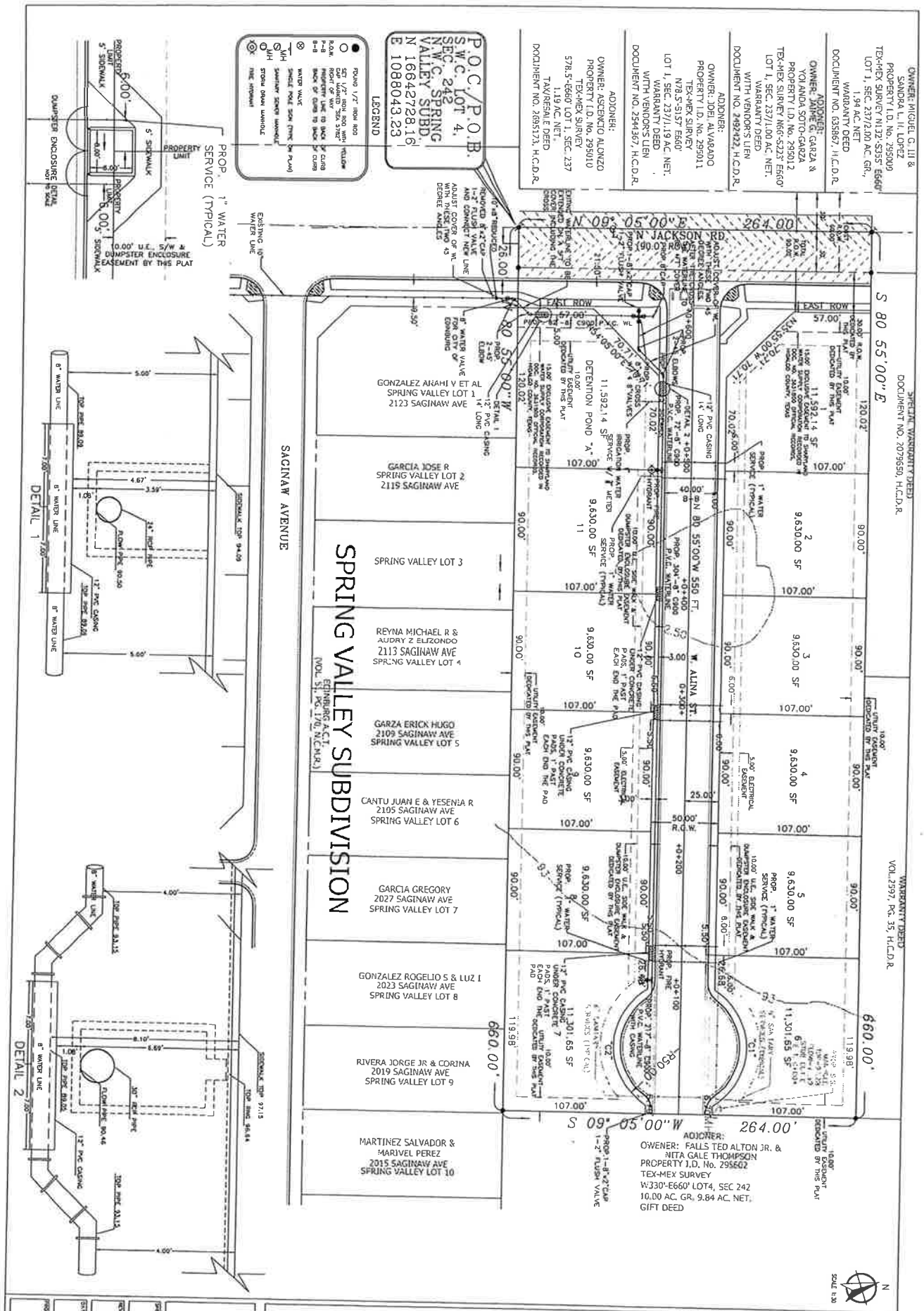
DATE OF PREPARATION: FEBRUARY 16, 2026

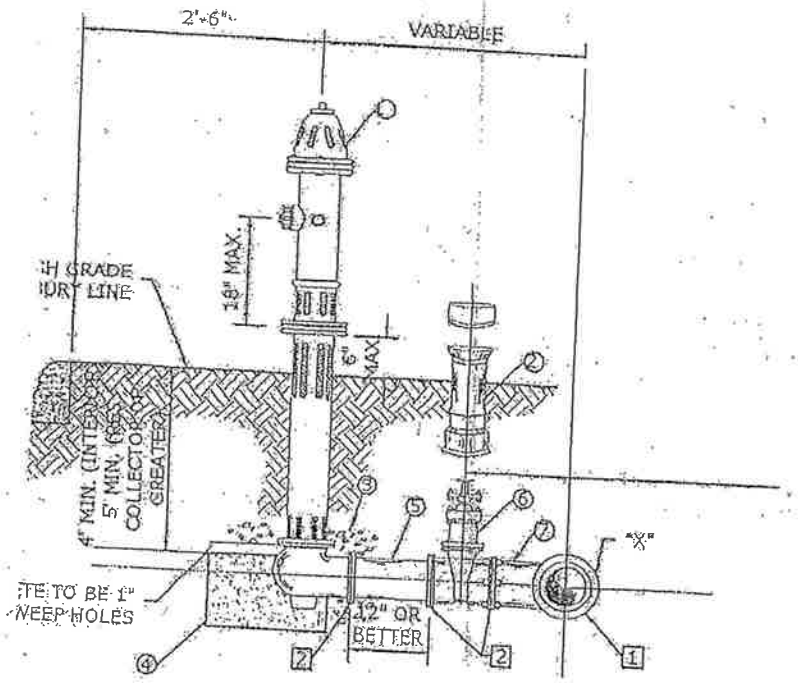
MAS ENGINEERING LLC.
CONSULTING ENGINEERING
FIRM NO. F-15499
3911 N. 10TH STREET, SUITE H
McALLEN, TEXAS. 78501
PH. (956) 537-1311
E-MAIL: MSALINAS697J@ATT.NET

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.


P.O.C./P.O.B.
S.W.C. LOT 4,
SEC. 242
N.W.C. SPRING
VALLEY SUBD.
N 16642728.16'
E 1088043.23
LEGEND
FOUND 1/2" IRON ROD
SET 1/2" IRON ROD WITH "MAS" STAMP
R.O.W. RIGHT OF WAY
P.O.B. PROPERTY LINE TO BACK OF CURB
B.O.C. BACK OF CURB TO BACK OF CURB
WATER VALVE
SINGLE POLE SIGN (TYPE SW PLAN)
SANITARY SEWER MANHOLE
STORM DRAIN MANHOLE
FIRE HYDRANT
N 09° 05' 00" E 264.00'
N JACKSON RD.
(90.00' R.O.W.)
S 09° 05' 00" W 264.00'
S 80° 55' 00" E
N 80° 55' 00" W
EAST ROW
57.00'
660.00'
SPRING VALLEY SUBDIVISION
EDINBURG A.C.I.
(VOL. 51, PG. 170, D.C.M.R.)
SAGINAW AVENUE
GONZALEZ ANAHI V ET AL
SPRING VALLEY LOT 1
2123 SAGINAW AVE
GARCIA JOSE R
SPRING VALLEY LOT 2
2119 SAGINAW AVE
SPRING VALLEY LOT 3
REYNA MICHAEL R &
AUDRY Z ELIZONDO
2113 SAGINAW AVE
SPRING VALLEY LOT 4
GARZA ERICK HUGO
2109 SAGINAW AVE
SPRING VALLEY LOT 5
CANTU JUAN E & YESENIA R
2105 SAGINAW AVE
SPRING VALLEY LOT 6
GARCIA GREGORY
2027 SAGINAW AVE
SPRING VALLEY LOT 7
GONZALEZ ROGELIO S & LUZ I
2023 SAGINAW AVE
SPRING VALLEY LOT 8
RIVERA JORGE JR & CORINA
2019 SAGINAW AVE
SPRING VALLEY LOT 9
MARTINEZ SALVADOR &
MARIVEL PEREZ
2015 SAGINAW AVE
SPRING VALLEY LOT 10
DETENTION POND "A"
11,592.14 SF
9,630.00 SF
11,301.65 SF
PROP. 1" WATER SERVICE (TYPICAL)
PROP. 30"-Ø C900 P.V.C. WATERLINE
PROP. 12" PVC CASING
PROP. FIRE HYDRANT
PROP. IRRIGATION WATER METER
PROP. 1"-Ø FLUSH VALVE
PROP. 8"x8"x6" CROSS
PROP. 8"x8" TEE
PROP. 8"x6" REDUCER
PROP. 8"x6" VALVES
PROP. 8"x8" VALVE
PROP. 2-45° ELBOWS
PROP. 1-45° ELBOW
PROP. 1-22.5° ELBOW
PROP. 1-11.25° ELBOW
PROP. 1-2" FLUSH VALVE
PROP. 1-8"x2" CAP
PROP. 1-2" BLOW OFF
PROP. 1-2" BLOW OFF VALVE
PROP. 1-2" BLOW OFF CAP
PROP. 1-2" BLOW OFF VALVE BOX
PROP. 1-2" BLOW OFF VALVE BOX COVER
EXISTING 10" WATER LINE
EXISTING WATERLINE TO BE EXTENDED ON A 37.5° DEGREE ANGLE
REMOVED 8"x2" CAP
ADJUST COVER OF WL WITH THESE TWO 45 DEGREE ANGLES



NOTE:

1.) Oil shall be placed in hydrant at the time of installation
2.) Pumper nozzle shall face roadway. (5 ½" N.S.T.)
3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

1.) FIRE HYDRANT W/ 4 ½" PUMPER NOZZLE
2.) VALVE BOX
3.) 3 CU. FT. GRAVEL
4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
5.) 1 FT. MINIMUM PVC SPOOL
6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
7.) FLANGED X MECHANICAL JOINT CAST IRON TEE

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.D.
Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection services to Copper Cove Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. **Description:**
This agreement authorizes the installation of fire hydrants and associated appurtenances to provide fire protection services for the Copper Cove Subdivision. The property owner/developer will be responsible for all material and installation costs, while the City will assume ongoing maintenance responsibilities.

Copper Cove Subdivision is located within the city limits and lies within the Certificate of Convenience and Necessity (CCN) held by North Alamo Water Supply Corporation.

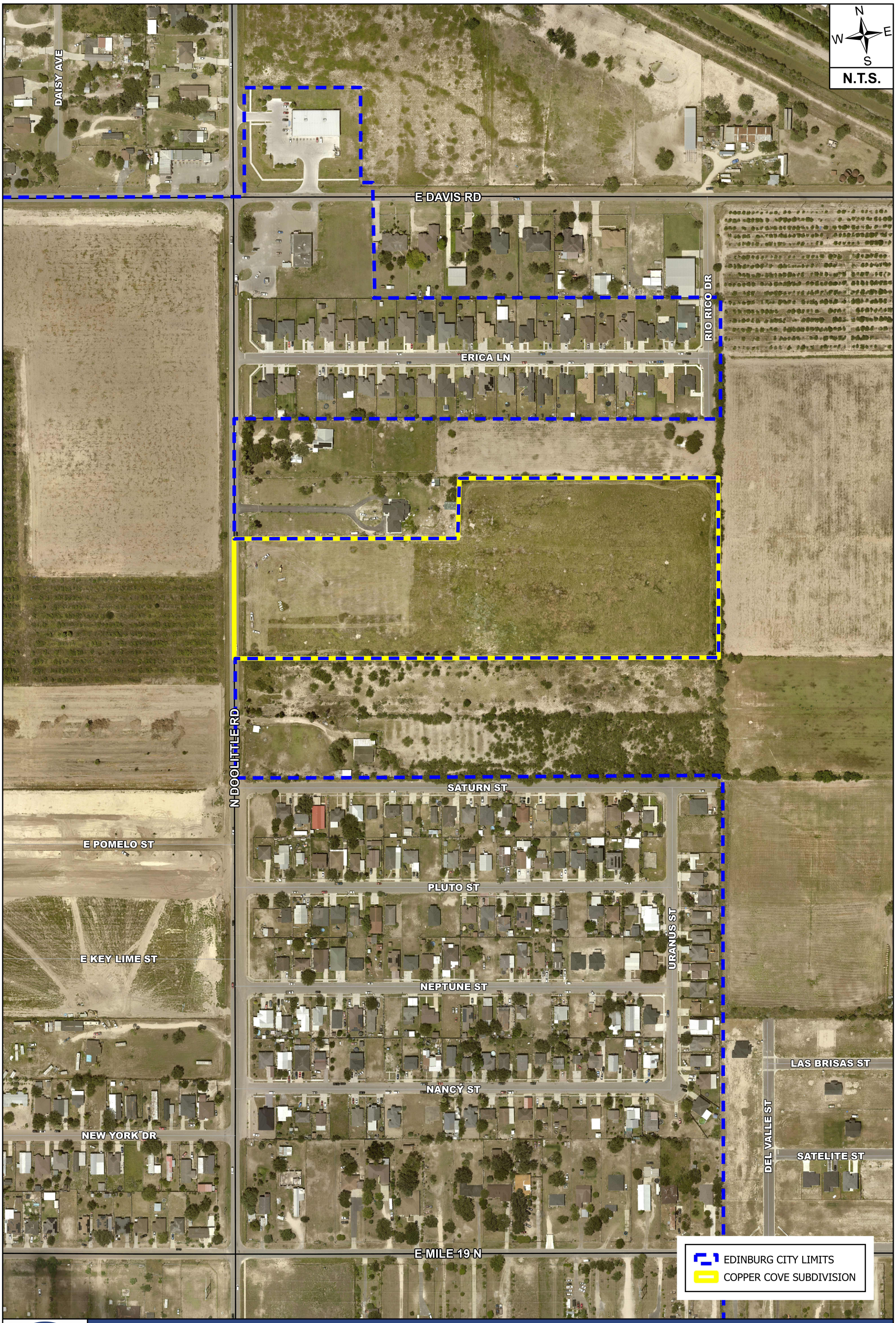
3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to provide fire protection services to Copper Cove Subdivision.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Agreement - Copper Cove Subdivision

LOCATION MAP



COPPER COVE SUBDIVISION-WATERLINE ACCESS AGREEMENT

REQUESTED BY: UTILITIES DEPT.	**CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION	**DATE:** MARCH 17, 2026

MAP DISCLAIMER:

This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

MAP PATH: J:\00_DATA\01_DEPARTMENTS\UTILITIES\01_UTILITIES_ADMINISTRATION\02_WATERLINE_ACCESS_AGREEMENT\2026\03_MARCH\COPPER COVE SUBD\VISION\COPPER COVE SUBDIVISION.aprx

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

March 9, 2026

Via U.S Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, Copper Cove Subdivision, LLC - Copper Cove Subdivision

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for the Copper Cove Subdivision for signature on behalf of the City of Edinburg (***"City"***) along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

|S| Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG RECEIVED MAR 16 2026 UTILITIES DEPARTMENT

CITY OF EDINBURG RECEIVED MAR 16 2026 CITY MANAGER'S OFFICE

c:. ./KarensFiles/NAWSC/Edinburg/CopperCoveSubdWAA/City ltr1/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1430887

Date Filed:
03/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
North Alamo Water Supply Corporation
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.
NAWSCWAA125
Copper Cove Subdivision Waterline Access Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Copper Cove Subdivision, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, G M, and my date of birth is 12/11/1956.

My address is 420 South Doolittle Rd., Edinburg (city), TX (state), 78542 (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 10 day of March (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**EDINBURG**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

WHEREAS, North Alamo Water Supply Corporation ("**NAWSC**") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Copper Cove Subdivision, LLC ("**Owner**") are constructing a subdivision on the property described in **Exhibit "A",** Copper Cove Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** (**"Fire Hydrants"**). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE **"USER"**) BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20____.

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Benito Alonzo, Interim City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of ____ _____ 20____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ _____, 20____.

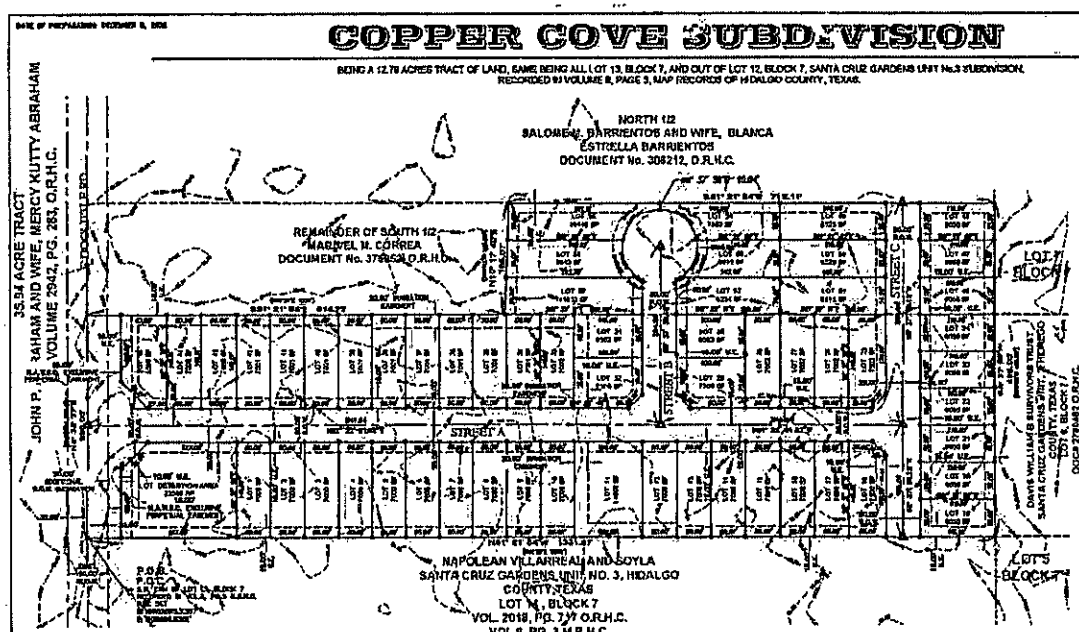
_____
Notary Public in and for the State of Texas

EXHIBIT "A"

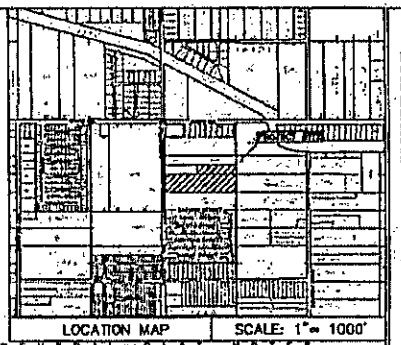
A 12.79 Acre Tract of Land, being all of Lot 13, Block 7, and out of Lot 12, Block 7, SANTA CRUZ GARDENS UNIT NO. 3 SUBDIVISION, as recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas.

COPPER COVE SUBDIVISION

BEING A 12.78 ACRES TRACT OF LAND, SAME BEING ALL LOT 13, BLOCK 7, AND OUT OF LOT 12, BLOCK 7, SANTA CRUZ GARDENS UNIT No.3 SUBDIVISION, RECORDED IN VOLUME 8, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1" = 80'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
"TEXAS SOUTH ZONE (TSRS)
HORIZON DATA SYSTEMS METHOD



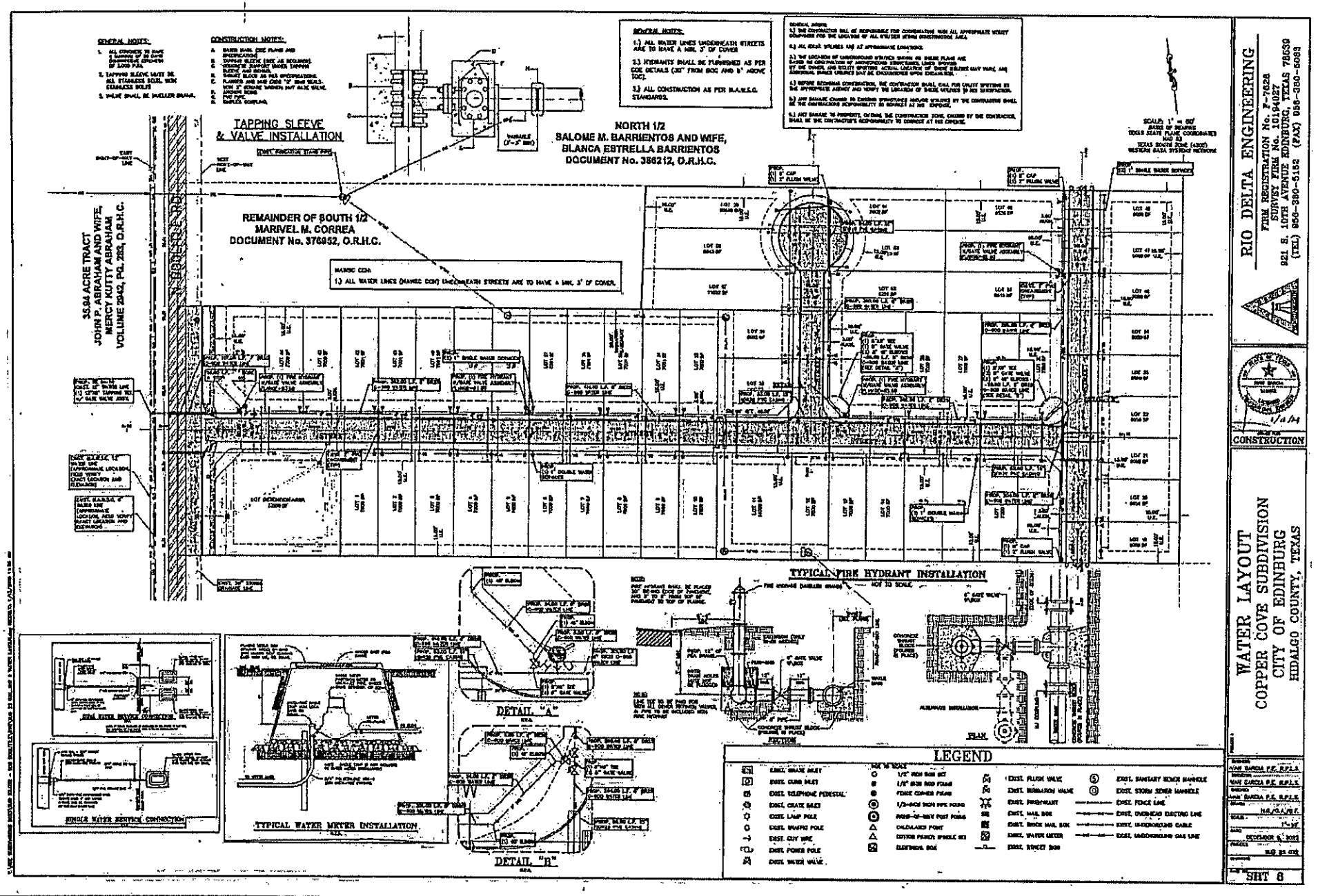
LEGEND

- = SET 1/2" IRON ROD W/CAP
- = FOUND 1/2" IRON ROD
- = FOUND 5/8" IRON ROD
- = FOUND CITGO PIPE MARKER
- = FOUND 60-D NAIL
- = SET CITGO PIPE MARKER
- = FENCE POST
- = BOY SIGN
- = FOUND FORCE TAP
- = TRAFFIC SIGN
- = MAIL BOX
- = POWER POLE
- = OVERHEAD ELEC. LINE
- = WATER METER
- = GAS METER
- = GAS VALVE
- = SANITARY SEWER MANHOLE
- = WATER VALVE
- = FIRE HYDRANT
- = ELECTRIC & TELEPHONE PEDESTAL
- = ELECTRIC & TELEPHONE RISER
- = ELECTRIC & TELEPHONE TRANSFORMER
- = ELECTRIC & TELEPHONE MANHOLE
- = ELECTRIC & TELEPHONE METER
- = ELECTRIC & TELEPHONE BOX
- = ELECTRIC & TELEPHONE VAULT
- = ELECTRIC & TELEPHONE SERVICE
- = ELECTRIC & TELEPHONE OVERHEAD
- = ELECTRIC & TELEPHONE UNDERGROUND
- = ELECTRIC & TELEPHONE GUY ANCHOR
- = ELECTRIC & TELEPHONE SERVICE POLE
- = ELECTRIC & TELEPHONE LIGHT POLE
- = ELECTRIC & TELEPHONE SIGN
- = ELECTRIC & TELEPHONE METER & POLE
- = ELECTRIC & TELEPHONE TRANSFORMER & POLE
- = ELECTRIC & TELEPHONE RISER & POLE
- = ELECTRIC & TELEPHONE SERVICE & POLE
- = ELECTRIC & TELEPHONE LIGHT & POLE
- = ELECTRIC & TELEPHONE SIGN & POLE

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

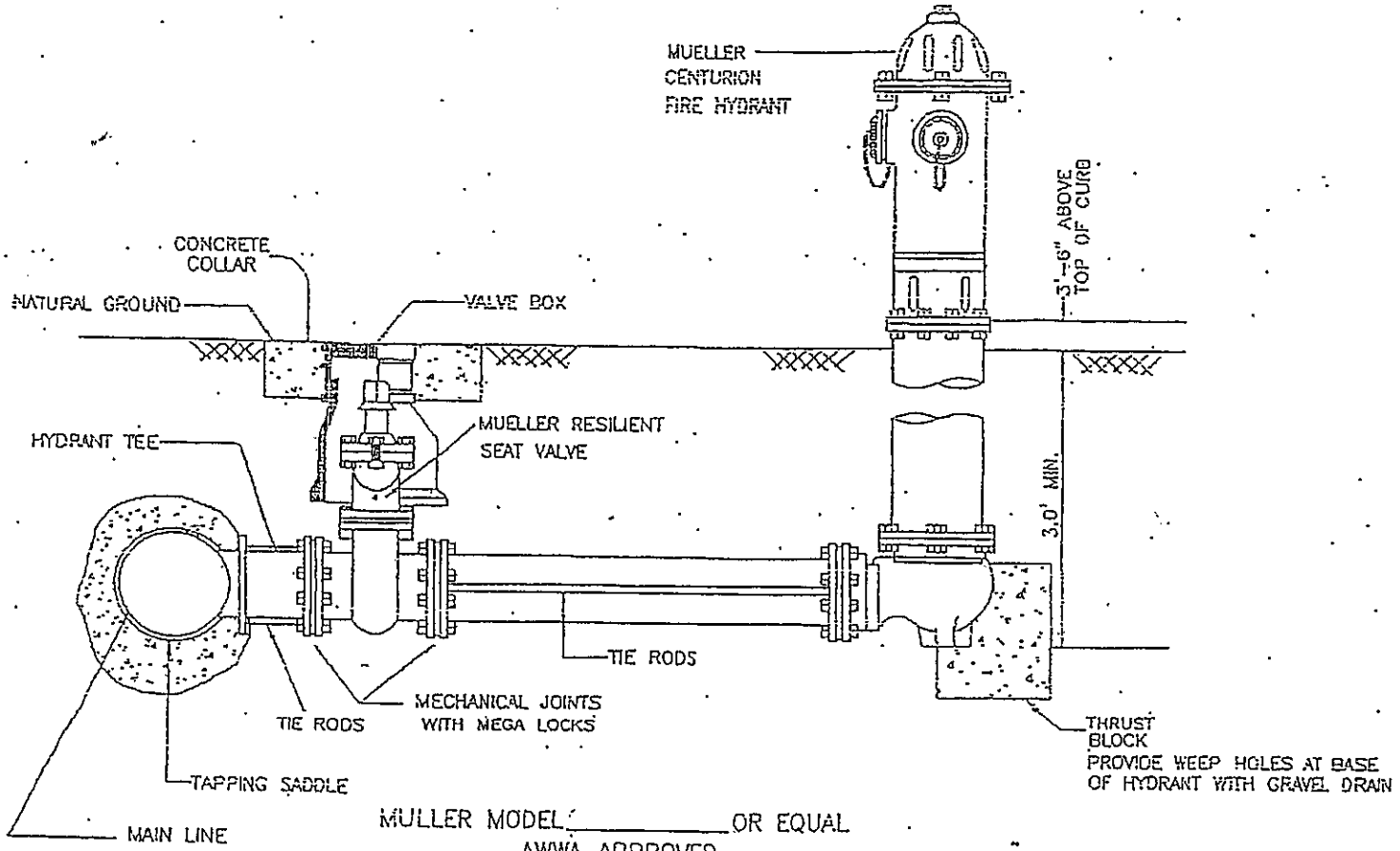


RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

1/8/14
RELEASED FOR CONSTRUCTION

WATER LAYOUT
COPPER COVE SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

DESIGNED: VANI GARCIA P.E. R.P.L.S.
DRAWN: VANI GARCIA P.E. R.P.L.S.
CHECKED: VANI GARCIA P.E. R.P.L.S.
SCALE: H&V: 1"=50'
DATE: DECEMBER 9, 2013
PROJECT: 13-25 COVE
SHT 6



MULLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.E.
Renewal of Inter-local Agreement Hidalgo County Library System

1. **Agenda Item:**
Consider Renewal of Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System. [Letty Leija, Director of Library & Cultural Arts]

2. **Description:**
The City of Edinburg has been a participating member of the Hidalgo County Library System (HCLS) pursuant to a letter of agreement dated January 29, 1973. The HCLS funding acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of the City's library by residents of rural areas in the County, in accordance with the Texas Local Government Code 323.011. Funds are utilized to help defray the costs the public library incurs in providing services to county residents, including but not limited to books, periodicals, library equipment and services.

The Director of the Dustin Michael Sekula Memorial Library has notified the Library Board, and they are all in consensus and recommend approval by the City Council. The HCLS has provided funds for several years for all HCLS libraries. In 2026, the Edinburg Library will receive funds in the amount of $20,616.78. This is an annual agreement that starts January 1, 2026, and runs through December 31, 2026. The agreement follows the procedures presently in place for HCLS.

3. **Staff's Recommendation:**
Approve Renewal of Interlocal Cooperation Agreement between the City of Edinburg and Hidalgo County for services provided through the Hidalgo County Library System.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Leticia Leija, Director of
Library and Cultural Arts

Attachments:
A. HCLS Interlocal Agreement 2026

AT 11:06 FILED O'CLOCK A M
MAR 05 2026
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO CO. TEXAS
BY DEPUTY

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF EDINBURG, TEXAS

This Agreement is made effective as of this 3rd day of March, 2026, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF EDINBURG, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually

at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2026; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent

necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Edinburg, Texas
Attn: City Manager
415 W. University Dr.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 3rd day of March, 2026.

HIDALGO COUNTY, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Victor M. Garza, Chief Administrative Attorney

CITY:
By: _____

_____, City Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 3-3-26 MM



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.F.
Purchase of Dispatch Terminals (Workstations)

1. **Agenda Item:**
Consider Authorizing the Purchase of Seven (7) Dispatch Terminals (Workstations) for the Edinburg Police Department from XYBIX Systems, Inc, Through the Houston Galveston Area Council (HGAC), Contract No. EC07-23 in the Amount of $160,829.80. [Jaime Ayala, Chief of Police]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods, and services at extremely competitive bid prices.

The purchase of new dispatch terminals is necessary to replace existing workstations that have reached the end of their service life and are no longer suitable for current operational needs. The current desks were originally designed as standard office furniture and were not built to support the weight, size, and configuration of modern dispatch consoles and multiple monitor systems now required for public safety operations. As equipment has been upgraded over time, the existing desks have become inadequate in terms of structural support, cable management, and ergonomic design. Purpose-built dispatch terminals are specifically engineered to safely support the heavier console equipment while providing proper workspace layout, durability for 24/7 operations, and improved ergonomics for dispatch personnel. Replacing the current desks with dedicated dispatch terminals will ensure a safer working environment, protect critical communication equipment, and support the continued reliability and efficiency of emergency communications services.

Staff has confirmed that XYBIX Systems, Inc. has no outstanding debts with the City. The vendor has no exclusions and remains active in the System for Award Management (SAM). The purchase of and installation of seven (7) terminals (workstations) is being made through XYBIX Systems, Inc. at a cost of $160,829.82.

Funding for this purchase and installation of equipment is available through the 2025/2026 T.C.S.A. US Department of Treasury Expense Account 112-2000-585322.

3. **Staff's Recommendation:**
Approval Authorizing the Purchase of Seven (7) Dispatch Terminals (Workstations) for the Edinburg Police Department from XYBIX Systems, Inc, Through the Houston Galveston Area Council (HGAC), Contract No. EC07-23 in the amount of $160,829.80.

Reviewed by: **Prepared by:**

Jaime Ayala, Chief of Police

Rogelio Garcia, Special Services Manager
Iris Alvarado, Management Services Administrator

Attachments:

A. XYBIX Quote 35941
B. ERGOFLEX SYSTEMS, INC. (XYBIX) SAM.GOV
C. Compliance Verification

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
TierraJ

xybix

1

Quote

Quote Number: 35941

Quote Date:	**1/13/2026**
Revision:	**D**
Orig Create Date:	**1/12/2026**
Expires:	**4/12/2026**
Opp #:	**0027454**

Terms: 1% 20 Days, NET 30 Days

QUOTE TO:
Acct: EDIPOLEDTX

Edinburg Police Dept. (City of)
Accounts Payable
PO Box 1079
Edinburg TX 78540

Phone:
Email:

SHIP TO:
Edinburg Police Department
1702 S. Closner Blvd.
Edinburg, TX 78539
USA

Salesperson: KAYLA BUTLER
Phone: (214) 727-1681
Email: kaylab@xybix.com

HGAC Contract #: EC07-23
Product Line: Eagle Line w/axys
Install Type: Standard w/ Live cut of 3 WS's
Removal & Disposal: (6) qty.
Tax Exempt

1.12.26: R9 - Revert back to R6 - TRJ
7.1.25: R8 - Removed all Ws's except 2. Back to the two corner desk like in R5 - TRJ
4.21.2025: R7 - Customer to "square off room" (Plan West to shift outward); (2) rows of (3) WSs facing Plan S (TV Wall) with SUP where it can fit; Island on Casters; Monitor Config update - Cables determined; Pony Wall Plan N is being removed; P&D from Ceiling; 10 Year Warranty - MND
2.14.25-R6 Update to most current standards & Product - TRJ

REMOVAL OF EXISTING:
All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.
Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 76.0 LF @ $299.000/LF 12343-1-DS - 29-48in - 14.5 LF @ $404.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	18	1.00 EA	$28,582.00	50.00 %	$14,291.00	$14,291.00
2.00	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 66W x 44D - Cable Management Included	20	1.00 EA	$2,119.00	50.00 %	$1,059.50	$1,059.50
2.01	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	52	2.00 EA	$3,119.00	50.00 %	$1,559.50	$3,119.00
2.02	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 72L x 72R - Cable Management Included	53	1.00 EA	$3,119.00	50.00 %	$1,559.50	$1,559.50

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Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
2.03	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 90W x 44D - Cable Management Included	54	3.00 EA	$2,119.00	50.00 %	$1,059.50	$3,178.50
3.00	15701	L4 Table Base	22	3.00 EA	$7,674.00	50.00 %	$3,837.00	$11,511.00
3.01	15844	L5S Table Base for 72X72 Corner Worksurface	55	1.00 EA	$9,494.00	50.00 %	$4,747.00	$4,747.00
3.02	15702	L5 Table Base	56	3.00 EA	$9,650.00	50.00 %	$4,825.00	$14,475.00
4.00	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 60W x 44D 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $1,176.00 16677 - Heavy Duty VESA Mount Qty = 2 Total: $2,094.00	57	1.00 EA	$6,169.00	50.00 %	$3,084.50	$3,084.50
4.01	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $1,176.00 16677 - Heavy Duty VESA Mount Qty = 2 Total: $2,094.00	23	2.00 EA	$6,169.00	50.00 %	$3,084.50	$6,169.00
4.02	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 72L x 72R 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $1,176.00 16677 - Heavy Duty VESA Mount Qty = 3 Total: $3,141.00	58	1.00 EA	$7,216.00	50.00 %	$3,608.00	$3,608.00
4.03	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 90W x 44D 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $1,176.00 16677 - Heavy Duty VESA Mount Qty = 3 Total: $3,141.00	59	3.00 EA	$7,216.00	50.00 %	$3,608.00	$10,824.00
5.00	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	26	7.00 EA	$875.00	50.00 %	$437.50	$3,062.50
5.01	16874	Display Port Cable 20 ft M/M	25	25.00 EA	$129.00	50.00 %	$64.50	$1,612.50
5.02	13729	Cable, VGA, Male/Female, 25 ft, Black	60	7.00 EA	$129.00	50.00 %	$64.50	$451.50

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Expires:	**4/12/2026**
Opp #:	**0027454**

Terms: 1% 20 Days, NET 30 Days

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.00	14976	Power Bar, 6 Outlet, 25 ft, Black, Straight Plug, Includes Mounting Clips	29	3.00 EA	$204.00	50.00 %	$102.00	$306.00
6.01	11792-BLK	Power Bar, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips	27	7.00 EA	$193.00	50.00 %	$96.50	$675.50
6.02	11792-OR	Power Bar, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips	28	7.00 EA	$193.00	50.00 %	$96.50	$675.50
6.03	16891	Grommet, Round, 80 mm, Power Data, 2 AC Outlet, 1 USB Charge, 1 USB-C Charge, 1 CAT6, 1 HDMI, Black, 6 ft	61	1.00 EA	$156.00	50.00 %	$78.00	$78.00
7.00	16708.	Axys Control System with Fan Base Price: $2,206.00 16707AXS - Heat - $702.00 16709AXS - Task Lights - $281.00 16711AXS - Footwell Lighting - $270.00 16712AXS - Down Bias Lighting - $166.00 16713AXS - Arc Lighting - $552.00	1	7.00 EA	$4,177.00	50.00 %	$2,088.50	$14,619.50
7.01	15560	Acrylic Cleaning Kit	30	1.00 EA	$166.00	50.00 %	$83.00	$83.00
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	19	7.00 EA	$379.00	50.00 %	$189.50	$1,326.50
10.00	12030-3D.	Return Worksurface - 48Wx23.5D	63	1.00 EA	$610.00	50.00 %	$305.00	$305.00
10.01	12033-3D.	Return Worksurface - 18Wx36D	64	1.00 EA	$814.00	50.00 %	$407.00	$407.00
10.02	12033-3D-FT.	Flip Top Return Worksurface - 24Wx36D	4	3.00 EA	$814.00	50.00 %	$407.00	$1,221.00
10.03	12033-3D.	Return Worksurface - 27.25Wx36D	7	1.00 EA	$814.00	50.00 %	$407.00	$407.00
10.04	12033-3D.	Return Worksurface - 36Wx36D	65	1.00 EA	$814.00	50.00 %	$407.00	$407.00
10.05	12033-3D.	Return Worksurface - 18Wx44D	62	1.00 EA	$814.00	50.00 %	$407.00	$407.00
10.06	12033-3D-FT.	Flip Top Return Worksurface - 24Wx44D	66	3.00 EA	$814.00	50.00 %	$407.00	$1,221.00
10.07	12033-3D.	Return Worksurface - 30Wx44D	67	1.00 EA	$814.00	50.00 %	$407.00	$407.00
11.00	17030	Cable Bridge, Corner, Left	9	2.00 EA	$301.00	50.00 %	$150.50	$301.00
11.01	17029	Cable Bridge, Straight	68	5.00 EA	$301.00	50.00 %	$150.50	$752.50

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Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
11.02	17031	Cable Bridge, Corner, Right	51	1.00 EA	$301.00	50.00 %	$150.50	$150.50
11.03	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge	42	3.00 EA	$1,935.00	50.00 %	$967.50	$2,902.50
11.04	C-15220-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx48H Right Access	69	1.00 EA	$3,425.00	50.00 %	$1,712.50	$1,712.50
11.05	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx42.5D With Flip Top Hinge	70	3.00 EA	$1,935.00	50.00 %	$967.50	$2,902.50
12.00	12428-3D.	Drawer Pedestal - Fixed - Bookcase Left - 27.25W - 6-6-12 Drawers 18W 22D	13	1.00 EA	$1,781.00	50.00 %	$890.50	$890.50
12.01	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	71	5.00 EA	$1,610.00	50.00 %	$805.00	$4,025.00
16.00	13678-3D.	Storage Cabinet - UnderWS W/Toekick - 48W, 28H, 22D	72	1.00 EA	$1,814.00	50.00 %	$907.00	$907.00
16.01	13679-3D.	Storage Cabinet - Above WorkSurface - 48W, 36H, 13D Wall Mounted	73	1.00 EA	$2,175.00	50.00 %	$1,087.50	$1,087.50
18.00	12235	Bracket, Support, L, 18 in, Black	74	1.00 EA	$60.00	50.00 %	$30.00	$30.00
19.00	10176EXT	Cup Holder - Extended for Eagle	16	7.00 EA	$130.00	50.00 %	$65.00	$455.00
90.00	16139	Installers Kit Eagle Line	17	7.00 EA	$0.00	0.00 %	$0.00	$0.00
99.00	Other	Other Charges & Services	11	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (11) - Miscellaneous Charge -

	Description	Ext. Price
1.)	Freight - Full Truck	3,865.71
3.)	Warranty Extended 10 year	6,070.75
4.)	Installation	26,253.36
5.)	Removal & Disposal (x6)	3,225.00

List Price Total:	$242,830.00	Lines Total:	$121,415.00
		Line Miscellaneous Charges Total:	$39,414.82
		Taxes Total:	$0.00
		Quote Total:	**$160,829.82**

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Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
11.02	17031	Cable Bridge, Corner, Right	51	1.00 EA	$301.00	50.00 %	$150.50	$150.50
11.03	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge	42	3.00 EA	$1,935.00	50.00 %	$967.50	$2,902.50
11.04	C-15220-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx48H Right Access	69	1.00 EA	$3,425.00	50.00 %	$1,712.50	$1,712.50
11.05	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx42.5D With Flip Top Hinge	70	3.00 EA	$1,935.00	50.00 %	$967.50	$2,902.50
12.00	12428-3D.	Drawer Pedestal - Fixed - Bookcase Left - 27.25W - 6-6-12 Drawers 18W 22D	13	1.00 EA	$1,781.00	50.00 %	$890.50	$890.50
12.01	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	71	5.00 EA	$1,610.00	50.00 %	$805.00	$4,025.00
16.00	13678-3D.	Storage Cabinet - UnderWS W/Toekick - 48W, 28H, 22D	72	1.00 EA	$1,814.00	50.00 %	$907.00	$907.00
16.01	13679-3D.	Storage Cabinet - Above WorkSurface - 48W, 36H, 13D Wall Mounted	73	1.00 EA	$2,175.00	50.00 %	$1,087.50	$1,087.50
18.00	12235	Bracket, Support, L, 18 in, Black	74	1.00 EA	$60.00	50.00 %	$30.00	$30.00
19.00	10176EXT	Cup Holder - Extended for Eagle	16	7.00 EA	$130.00	50.00 %	$65.00	$455.00
90.00	16139	Installers Kit Eagle Line	17	7.00 EA	$0.00	0.00 %	$0.00	$0.00
99.00	Other	Other Charges & Services	11	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (11) - Miscellaneous Charge -

	Description	Ext. Price
1.)	Freight - Full Truck	3,865.71
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		Line Miscellaneous Charges Total:	$39,414.82
		Taxes Total:	$0.00
		Quote Total:	**$160,829.82**

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

SAM.GOV®

ERGOFLEX SYSTEMS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
KDUKF7GJH6B3	**3BN24**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 6, 2027**	
Physical Address	Mailing Address	
8207 Southpark CIR **Littleton, Colorado 80120-5666** **United States**	**8207 Southpark CIR** **Littleton, Colorado 80120-5666** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ERGOFLEX SYSTEMS INC	**Xybix Systems, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 06	**Colorado / United States**	**http://www.xybix.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 6, 2026	**Jan 6, 2026**	**Sep 19, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 1, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Manufacturer of Goods** **Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3BN24**

Points of Contact

Electronic Business

ADAM COOKSON, CEO

8207 Southpark Circle
Littleton, Colorado 80120
United States

KENNETH CARSON, VP Sales

8207 Southpark Circle
Littleton, Colorado 80120
United States

Government Business

BARRY CARSON, President

8207 Southpark Circle
Littleton, Colorado 80120
United States

KENNETH CARSON, VP Sales

8207 Southpark Circle
Littleton, Colorado 80120
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**337214**	**Office Furniture (Except Wood) Manufacturing**
	337211	**Wood Office Furniture Manufacturing**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Rogelio Garcia <rgarcia@cityofedinburg.com>

Quote #35941 Compliance Verification

3 messages

Rogelio Garcia <rgarcia@cityofedinburg.com> Thu, Mar 12, 2026 at 5:20 PM
To: "Johnson, Veronica" <veronica.johnson@h-gac.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Afternoon,

XYBIX Systems submitted quote #35941 to us using contract #EC07-23, and we would like to verify if the quote is in compliance.

Thank You
--

Rogelio Garcia
Special Services Manager
Police Department

: rgarcia@cityofedinburg.com
: 956-250-9383
: 956-289-7710
: cityofedinburg.com
: 1702 S Closner Blvd, Edinburg, TX 78539

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XYBIX Quote 35941.pdf
937K

Rogelio Garcia <rgarcia@cityofedinburg.com> Tue, Mar 24, 2026 at 9:00 AM
To: "Johnson, Veronica" <veronica.johnson@h-gac.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Morning,

Following up on this request. Have you had a chance to verify if the quote is in compliance?

Thank You
[Quoted text hidden]
--
Respectfully,

Rogelio Garcia
Special Services Manager

: rgarcia@cityofedinburg.com
: (956) 289-7710 Cell: (956) 250-9383
: cityofedinburg.com
: 1702 S Closner Blvd Edinburg Tx, 78539

[Quoted text hidden]

Johnson, Veronica <Veronica.Johnson@h-gac.com> Tue, Mar 24, 2026 at 2:37 PM
To: Rogelio Garcia <rgarcia@cityofedinburg.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Rogelio,

The price is compliant with the HGACBuy contract.

Thank you,

Veronica Johnson, CTCD,CTCM CPP-NIGP

Senior Procurement Coordinator

Houston Galveston Area Council

Dir. 713-993-2446

From: Rogelio Garcia <rgarcia@cityofedinburg.com>
Sent: Thursday, March 12, 2026 5:21 PM
To: Johnson, Veronica <Veronica.Johnson@h-gac.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>; Delia Jaramillo <djaramillo@cityofedinburg.com>
Subject: Quote #35941 Compliance Verification

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Good Afternoon,

XYBIX Systems submitted quote #35941 to us using contract #EC07-23, and we would like to verify if the quote is in compliance.

Thank You

--

Rogelio Garcia
Special Services Manager
Police Department

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.G.
Purchase of Police Officer Apparel and Equipment from Galls, LLC

1. **Agenda Item:**
Consider Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 773-25 in the Amount not to Exceed $290,708.00. [Jaime Ayala, Chief of Police]

2. **Description:**
City staff is requesting the purchase of Police Officer Apparel and Equipment from Galls, LLC.,through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract #773-25 in the amount not to exceed $290,708.00.

The vendor, Galls, LLC. will create and manage individual online web accounts through their secured site for Police Department Officers. The Edinburg Police Department has conducted business with Galls, LLC. for the past nineteen (19) years and has used their online portal for the past eight (8) years. The police apparel and equipment has been vetted by Police Department Administration.

Uniformed Officers will be limited to a $1,200.00 clothing allotment per fiscal year, and only department authorized items will be purchased. For items that get discontinued, a substitute item will be selected and verified with BuyBoard for compliance verification. Procurement will adhere to federal guidelines and city policy. The purchase will be made through the Texas Local Government Purchasing Cooperative, BuyBoard Contract #773-25.

Funding in the amount of $290,708.00 is available in the FY 2025-2026 General Fund Operating Budget, Police Department.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 773-25 in the Amount not to Exceed $290,708.00.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Rogelio Garcia, Special Services Manager
Iris Alvarado, Management Services Administrator

Attachments:
A. Buyboard Quote 31983212
B. Compliance Verification
C. Galls Buyboard 773-25 Contract
D. C-408-23 Meet and Confer EPD Clothing Allotment

Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 03/19/2026
Sales Rep: MEGAN WILLIAMS

Quote Number: 31983212
Quote Expiration: 04/18/2026

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S CLOSNER BLVD
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3592 DKNV LG REG	FLEX RS SS SUPERSHIRT CONTRACT NUMBER:BUYBOARD 773-25	1		88.43	88.43
1.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	1		2.99	2.99
1.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	1			
1.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	1		2.99	2.99
1.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	1			
2	SH3592 DKNV LG REG	FLEX RS SS SUPERSHIRT CONTRACT NUMBER:BUYBOARD 773-25	49		88.43	4,333.07
2.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	49		2.99	146.51
2.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	49			

Quote

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2.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	49		2.99	146.51
2.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	49			
3	SH3591 DKNV 155 33	FLEX RS LS SUPERSHIRT CONTRACT NUMBER:BUYBOARD 773-25	5		94.49	472.45
3.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	5		2.99	14.95
3.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	5			
3.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	5		2.99	14.95
3.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	5			
4	SH3591 DKNV 155 33	FLEX RS LS SUPERSHIRT CONTRACT NUMBER:BUYBOARD 773-25	5		94.49	472.45

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
4.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	5		2.99	14.95
4.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	5			
4.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	5		2.99	14.95
4.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	5			
5	SH035 DKNV 15 35	BLAUER CLASS ACT ZIPPERED POLY L/S SHIRT CONTRACT NUMBER:BUYBOARD 773-25	10		74.55	745.50
5.1	LA100 WP	BUTTON APPLICATION CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	10		9.99	99.90
5.2	UA600 GLD SM	WATERBURY UNIFORM P BUTTON (SINGLES) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	40		2.98	119.20
5.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	10		2.99	29.90

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
5.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	10			
5.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	10		2.99	29.90
5.6	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	10			
5.7	LA101 WP	ZIPPER APPLICATION CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	10		9.99	99.90
5.8	UX245 BLK 13	CIFOL-56 DA86 E 5/8 ZIPPER CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	10		1.73	17.30
6	SH3593 DKNV LG REG	FLEX RS SS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	60		72.82	4,369.20
6.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	60		2.99	179.40
6.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	60			

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
		CONTRACT NUMBER: INCIDENTAL				
6.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	60		2.99	179.40
		CONTRACT NUMBER: INCIDENTAL				
6.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	60			
		CONTRACT NUMBER: INCIDENTAL				
7	SH3594 DKNV LG 35	FLEX RS L/S ARMORSKIN BASE SHIRT	44		122.86	5,405.84
7.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	44		2.99	131.56
7.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	44			
7.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	44		2.99	131.56
7.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	44			
8	SH3594 DKNV LG 35	FLEX RS L/S ARMORSKIN BASE SHIRT	6		122.86	737.16
8.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	6		2.99	17.94
8.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	6			

Quote

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
8.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	6		2.99	17.94
8.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75	6			
9	TL041 DKNV 34 OB	BLAUER TENX TACTICAL PANTS CONTRACT NUMBER:BUYBOARD 773-25	1		77.15	77.15
9.1	HEM01	HEMMING CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	1		5.99	5.99
10	TR2057 DKNV 35 OB	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND CONTRACT NUMBER:BUYBOARD 773-25	35		80.62	2,821.70
10.1	STR01	VAS ITEM SINGLE STRIPING CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	35		5.99	209.65
10.2	UX345 RBT RED	1 IN ON 1 1/4 PIGGY BACK STRIPING CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	35		12.01	420.35
11	TR2254 DKNV 34 REG	FLEXRS COVERT TACTICAL PANT CONTRACT NUMBER:BUYBOARD 773-25	61		101.43	6,187.23
11.1	HEM04	RE-HEMMING TROUSERS CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	61		5.99	365.39
12	TR2254 DKNV 34 REG	FLEXRS COVERT TACTICAL PANT	49		101.43	4,970.07

Quote

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
12.1	HEM04	CONTRACT NUMBER:BUYBOARD 773-25 RE-HEMMING TROUSERS CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	49		5.99	293.51
13	TU019 NAV 34 34	LIGHTWEIGHT TACTICAL TROUSERS CONTRACT NUMBER:BUYBOARD 773-25	20		43.34	866.80
14	SG650 NAV 34 REG	8600W-Z WOMENS LS ZIPPERED POLYESTER SHIRT CONTRACT NUMBER:BUYBOARD 773-25	15		74.55	1,118.25
14.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	15		2.99	44.85
14.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	15			
14.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	15		2.99	44.85
14.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	15			
14.5	LA100 WO	BUTTON APPLICATION CONTRACT NUMBER:BUYBOARD 773-25	15		9.99	149.85

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
14.6	UA600 SIL SM	CONTRACT NUMBER: INCIDENTAL WATERBURY UNIFORM P BUTTON (SINGLES) CONTRACT NUMBER:BUYBOARD 773-25	60		1.99	119.40
15	TR2062 DKNV 12 OB	CONTRACT NUMBER: INCIDENTAL WOMENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND CONTRACT NUMBER:BUYBOARD 773-25	10		80.62	806.20
15.1	STR01	VAS ITEM SINGLE STRIPING CONTRACT NUMBER:BUYBOARD 773-25	10		5.99	59.90
15.2	UX345 RBT RED	CONTRACT NUMBER: INCIDENTAL 1 IN ON 1 1/4 PIGGY BACK STRIPING CONTRACT NUMBER:BUYBOARD 773-25	10		12.01	120.10
16	TR2266 DKNV 06 OB	CONTRACT NUMBER: INCIDENTAL WOMENS FLEXRS COVERT TACTICAL PANTS CONTRACT NUMBER:BUYBOARD 773-25	10		90.13	901.30
16.1	HEM01	HEMMING CONTRACT NUMBER:BUYBOARD 773-25	10		5.99	59.90
17	TR592 MDNV 06 OB	CONTRACT NUMBER: INCIDENTAL TEK3 WOMENS CARGO PANTS CONTRACT NUMBER:BUYBOARD 773-25	5		98.92	494.60
18	TR747 MDNV 33 OB	TEK 3 MENS CARGO PANTS CONTRACT NUMBER:BUYBOARD 773-25	5		98.92	494.60
19	HW768 BLK	LAWPRO PREMIUM WATCH CAP CONTRACT NUMBER:BUYBOARD 773-25	2		16.46	32.92
20	HW768 BLK	LAWPRO PREMIUM WATCH CAP	8		16.46	131.68

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
21	JA775 NVLR LG REG	CONTRACT NUMBER:BUYBOARD 773-25 THRILLER SX 5-IN-1 JACKET W/WARRIOR SOFTSHELL CONTRACT NUMBER:BUYBOARD 773-25	25		255.77	6,394.25
21.1	NS006	7/16 IN MONOGRAMING FOR NAMESTRIP (VAS ITEM) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.2	UX484S MDNV	1IN FABRIC NAMESTRIP (APPLIED IN HOUSE) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		8.14	203.50
21.3	NS006	7/16 IN MONOGRAMING FOR NAMESTRIP (VAS ITEM) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.4	UX484S MDNV	1IN FABRIC NAMESTRIP (APPLIED IN HOUSE) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		8.14	203.50
21.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.6	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	25			

Quote

Customer: (1000945185) EDINBURG POLICE DEPT
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Line	Item	Description	Qty	Retail	Your Price	Ext Total
21.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.8	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	25			
21.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.10	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	25			
21.11	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.12	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	25			
21.13	UA9997	VAS ITEM VELCRO FOR GARMENTS CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	25		2.99	74.75
21.14	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	25		2.59	64.75

Quote

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
		CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL				
21.15	UA9997	VAS ITEM VELCRO FOR GARMENTS	25		2.99	74.75
		CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL				
21.16	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS	25		2.59	64.75
		CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL				
22	BA036	ASP 26IN EXPANDABLE BATON	1		168.20	168.20
		CONTRACT NUMBER:BUYBOARD 773-25				
23	BA036	ASP 26IN EXPANDABLE BATON	39		168.20	6,559.80
		CONTRACT NUMBER:BUYBOARD 773-25				
24	RS021	SMITH WESSON NICKEL CUFFS NO ENGRAVING	30		30.34	910.20
		CONTRACT NUMBER:BUYBOARD 773-25				
25	RS143	SW MODEL 110 CHAIN LINK HANDCUFFS NICKEL	50		42.47	2,123.50
		CONTRACT NUMBER:BUYBOARD 773-25				
26	RS261E BLK	ASP ULTRA ALUMINUM CHAIN HANDCUFFS W/ ENGRAVING	10		60.99	609.90
27	KN452	SMITH & WESSON EXTREME OPS RESCUE KNIFE	10		38.14	381.40
		CONTRACT NUMBER:BUYBOARD 773-25				
28	LH634 SRH BLK 83	574 MAGAZINE HOLDER AND LIGHT POUCH	15		50.64	759.60
		CONTRACT NUMBER:BUYBOARD 773-25				
29	LP130 CL HS	SAFARILAND MKIII DEFENSE SPRAY CASE	10		50.28	502.80
		CONTRACT NUMBER:BUYBOARD 773-25				
30	LP133 BW BRS 30	SAFARILAND 4 ROW STITCH SAM BROWNE BELT	10		84.96	849.60

Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 03/19/2026
Sales Rep: MEGAN WILLIAMS

Quote Number: 31983212
Quote Expiration: 04/18/2026

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S CLOSNER BLVD
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
31	LP137 CL HS	CONTRACT NUMBER:BUYBOARD 773-25 4-PACK 2-BUTTON BELT KEEPERS	40		41.61	1,664.40
32	LP415 SPRH 83	CONTRACT NUMBER:BUYBOARD 773-25 6360 ALS DUTY HOLSTER LEVEL III RETENTION	2		169.97	339.94
33	LP596 BLK BW	CONTRACT NUMBER:BUYBOARD 773-25 STINGER LED OPEN TOP	10		42.47	424.70
34	LP622 LH G17	CONTRACT NUMBER:BUYBOARD 773-25 LEVEL 3 TACTICAL SERPA HOLSTER	2		149.38	298.76
35	LP754 PLN MD	CONTRACT NUMBER:BUYBOARD 773-25 REINFORCED WEB DUTY BELT W/ LOOP	15		52.01	780.15
36	LR019 CL BRS	CONTRACT NUMBER:BUYBOARD 773-25 LAWPRO MK-3 MACE SPRAY HOLDER	1		30.74	30.74
37	LR305 RH	CONTRACT NUMBER:BUYBOARD 773-25 TASER HOLDER X26P W/ TEK LOK ATTACHMENT	20		47.21	944.20
38	LP754 PLN LG	CONTRACT NUMBER:BUYBOARD 773-25 REINFORCED WEB DUTY BELT W/ LOOP	15		52.01	780.15
39	NP359 CL NKL	CONTRACT NUMBER:BUYBOARD 773-25 ACCUMOLD ELITE PAGER GLOVE CASE	20		35.76	715.20
40	NP444 CL HS 2	CONTRACT NUMBER:BUYBOARD 773-25 MAG POUCH	1		41.61	41.61
41	NP446 CL	CONTRACT NUMBER:BUYBOARD 773-25 ACCUMOLD ELITE FLAT GLOVE POUCH	1		6.86	6.86
42	NP823 LG RGRN BLK	CONTRACT NUMBER:BUYBOARD 773-25 DOUBLE DUTY TDU BELT 1.5 INCH	1		38.15	38.15

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
		CONTRACT NUMBER:BUYBOARD 773-25				
43	NP823 LG RGRN BLK	DOUBLE DUTY TDU BELT 1.5 INCH	9		38.15	343.35
		CONTRACT NUMBER:BUYBOARD 773-25				
44	NY037 BLK 38	PROPPER TACTICAL NYLN BELT	20		13.00	260.00
		CONTRACT NUMBER:BUYBOARD 773-25				
45	TE041 BLK MD	INSTRUCTORS EMERGENCY RAPELLING BELT	10		72.82	728.20
		CONTRACT NUMBER:BUYBOARD 773-25				
47	ZA964 PLH 83	SA01 573 PADDLEBACK CUFF/MAG HOLDER	15		57.21	858.15
		CONTRACT NUMBER:BUYBOARD 773-25				
48	ZC224 BW HS	MODEL 190 HANDCUFF POUCH FOR CHAIN CUFFS	20		51.14	1,022.80
		CONTRACT NUMBER:BUYBOARD 773-25				
49	ZX530 SLH 149	6305 ALS TACTICAL HOLSTER	1		246.22	246.22
		CONTRACT NUMBER:BUYBOARD 773-25				
50	BA009 BLK PLN	ASP ROTATING SIDEBREAK SCABBARD FOR 26IN EXPANDABLE BATONS	1		64.16	64.16
		CONTRACT NUMBER:BUYBOARD 773-25				
51	BA152	BREAKAWAY END CAP	1		24.28	24.28
		CONTRACT NUMBER:BUYBOARD 773-25				
52	BA315 GLD	ASP LOCKWRITE PEN & KEY	3		33.81	101.43
		CONTRACT NUMBER:BUYBOARD 773-25				
53	BG185	GALLS BLACK STREET PRO PLUS GEAR BAG	15		65.02	975.30
		CONTRACT NUMBER:BUYBOARD 773-25				
54	FH308 BLK	TLR-1 HL GUN MOUNT	1		284.48	284.48
		CONTRACT NUMBER:BUYBOARD 773-25				
55	FH742	BATTERIES FOR STINGER XT FLASHLIGHT	15		28.53	427.95

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
		CONTRACT NUMBER:BUYBOARD 773-25				
56	FL457	STREAMLIGHT BATTERY STICK 75176	15		40.90	613.50
		CONTRACT NUMBER:BUYBOARD 773-25				
57	RS283	S2 CLIP HANDCUFF KEY	20		16.47	329.40
		CONTRACT NUMBER:BUYBOARD 773-25				
58	SD085	MK3 FIRST DEFENSE PEPPER 10	15		20.80	312.00
		CONTRACT NUMBER:BUYBOARD 773-25				
59	SD085	MK3 FIRST DEFENSE PEPPER 10	35		20.80	728.00
		CONTRACT NUMBER:BUYBOARD 773-25				
60	TE1201 BLK MD	PARACLETE LVL IIIA PASGT HELMET	1		647.65	647.65
		CONTRACT NUMBER:BUYBOARD 773-25				
61	TE1819 BLK	DUTY RADIO TACO	30		50.65	1,519.50
		CONTRACT NUMBER:BUYBOARD 773-25				
62	TE1918 BLK	HIGH SPEED GEAR HSGI: DUTY DOUBLE PISTOL TACO U-MOUNT	30		53.75	1,612.50
		CONTRACT NUMBER:BUYBOARD 773-25				
63	TE2067 BLK	HIGH SPEED GEAR DUTY STAGGERED DOUBLE PISTOL TACO W/ RIFLE U-MOUNT	20		64.16	1,283.20
		CONTRACT NUMBER:BUYBOARD 773-25				
64	TE2174 BLK	TOURNIQUET TACO MOLLE	30		42.48	1,274.40
		CONTRACT NUMBER:BUYBOARD 773-25				
65	BC239 GP CB	A7097-CI MOTOR WINGS COLLAR INSIGNIA W/ CLUTCHBACK	10		16.06	160.60
		CONTRACT NUMBER:BUYBOARD 773-25				
66	BC246 OVL	CLIP ON BADGE HOLDER	10		8.65	86.50

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
67	CB040 GLD	CONTRACT NUMBER:BUYBOARD 773-25 Blackinton Small Sergeant Chevron PAIR CB	1		8.93	8.93
68	CB040 GLD	CONTRACT NUMBER:BUYBOARD 773-25 Blackinton Small Sergeant Chevron PAIR CB	1		8.93	8.93
69	CB040 GLD	CONTRACT NUMBER:BUYBOARD 773-25 Blackinton Small Sergeant Chevron PAIR CB	3		8.93	26.79
70	CB175 GLD	CONTRACT NUMBER:BUYBOARD 773-25 1/2IN 3 LETTER CUSTOM COLLAR BRASS PAIR	1		33.26	33.26
70.1	VA001	CONTRACT NUMBER:BUYBOARD 773-25 COLLAR INSIGNIA ENGRAVING	1			
71	GL1016 LG	CONTRACT NUMBER: INCIDENTAL HEXARMOR SEARCH AND DUTY GLOVE WTH SUPERFABRIC	10		49.84	498.40
72	NT002	CONTRACT NUMBER:BUYBOARD 773-25 KLENCH NAMETAG FASTENERS 6 PACK	10		6.86	68.60
73	NT009 GLD 00	CONTRACT NUMBER:BUYBOARD 773-25 J6 SERVING SINCE BAR	1		15.71	15.71
74	NT095 GLD BRSH CB	CONTRACT NUMBER:BUYBOARD 773-25 BLACKINTON NAMETAG 1/2IN X 2 1/2IN ONE LINE	20		15.71	314.20
74.1	NT006	CONTRACT NUMBER:BUYBOARD 773-25 DROPSHIP NAME PLATE ENGRAVING	20			

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
		CONTRACT NUMBER: INCIDENTAL				
75	UA494 NAV REG	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE CONTRACT NUMBER:BUYBOARD 773-25	7		11.26	78.82
76	UA494 NAV REG	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE CONTRACT NUMBER:BUYBOARD 773-25	18		11.26	202.68
77	UA600 GLD LG	WATERBURY UNIFORM P BUTTON (SINGLES) CONTRACT NUMBER:BUYBOARD 773-25	10		3.98	39.80
78	UX484N MDNV	1IN FABRIC NAMESTRIP (NOT APPLIED) CONTRACT NUMBER:BUYBOARD 773-25	20		6.00	120.00
78.1	NS011	7/16 IN MONOGRAMMING NON APPLIED NAMESTRIP (VAS ITEM) CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	20		2.99	59.80
78.2	UA9997	VAS ITEM VELCRO FOR GARMENTS CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	20		2.99	59.80
78.3	UA256 BLK	VELCRO HOOK AND LOOP FOR NAMESTRIPS CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	20		2.59	51.80
79	FW1505 BLK 11.5 M	ATAC 2.0 8 CONTRACT NUMBER:BUYBOARD 773-25	2		128.75	257.50
80	FW1505 BLK 11.5 M	ATAC 2.0 8 CONTRACT NUMBER:BUYBOARD 773-25	8		128.75	1,030.00
81	FW1312 BLK 10 M	NIKE SFB B2 BOOT CONTRACT NUMBER:BUYBOARD 773-25	20		156.06	3,121.20

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
82	FW1547 BLK 10 M	WM ATAC 2.0 8 SZ CONTRACT NUMBER:BUYBOARD 773-25	10		128.75	1,287.50
83	FW1335 COY 13	UA CHARGED LOADOUT BOOTS CONTRACT NUMBER:BUYBOARD 773-25	10		138.72	1,387.20
84	FW1338 BLK 11.5 M	UA CHARGED VALSETZ MID BOOT CONTRACT NUMBER:BUYBOARD 773-25	10		117.05	1,170.50
86	FW1507 BLK 10 M	ATAC 2.0 6 SZ CONTRACT NUMBER:BUYBOARD 773-25	3		119.21	357.63
87	FW1507 BLK 10 M	ATAC 2.0 6 SZ CONTRACT NUMBER:BUYBOARD 773-25	7		119.21	834.47
88	FW1509 BLK 10 M	WM ATAC 2.0 6 SZ CONTRACT NUMBER:BUYBOARD 773-25	10		119.21	1,192.10
89	FW437 BLK 10 M	THOROGOOD CLASSIC LEATHER ACADEMY OXFORD CONTRACT NUMBER:BUYBOARD 773-25	6		90.17	541.02
90	FW437 BLK 10 M	THOROGOOD CLASSIC LEATHER ACADEMY OXFORD CONTRACT NUMBER:BUYBOARD 773-25	4		90.17	360.68
91	FW515 BLK 10 M	POROMERIC ACADEMY OXFORD CONTRACT NUMBER:BUYBOARD 773-25	10		84.97	849.70
92	FW714 BLK 10.5 M	KHYBER 8IN LIGHTWEIGHT WATERPROOF SIDE ZIP DUTY BOOT CONTRACT NUMBER:BUYBOARD 773-25	10		156.06	1,560.60
93	FW792 BLK 10.5 M	MENS REEBOK 8IN SIDE ZIP DUTY BOOT CONTRACT NUMBER:BUYBOARD 773-25	3		152.59	457.77
94	FW792 BLK 10.5 M	MENS REEBOK 8IN SIDE ZIP DUTY BOOT CONTRACT NUMBER:BUYBOARD 773-25	7		152.59	1,068.13

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
95	FW844 BLK 10.5 M	BOOT MENS CLASSIC 6 CONTRACT NUMBER:BUYBOARD 773-25	10		125.71	1,257.10
96	FW945 10.5 M	ORIGINAL SWAT MENS 9 INCH SIDE-ZIP BOOT CONTRACT NUMBER:BUYBOARD 773-25	1		125.71	125.71
97	FW945 10.5 M	ORIGINAL SWAT MENS 9 INCH SIDE-ZIP BOOT CONTRACT NUMBER:BUYBOARD 773-25	9		125.71	1,131.39
98	FX023 BLK 10.5 D	DANNER LOOKOUT SIDE-ZIP 8IN BOOT CONTRACT NUMBER:BUYBOARD 773-25	3		182.03	546.09
99	FX023 BLK 10.5 D	DANNER LOOKOUT SIDE-ZIP 8IN BOOT CONTRACT NUMBER:BUYBOARD 773-25	7		182.03	1,274.21
100	SW2252 BLK LG	WOMENS TAC TECH TEE CONTRACT NUMBER:BUYBOARD 773-25	10		21.68	216.80
101	UA820 BLK LG REG	GEN 3 ECWCS LEVEL 1 TOP CONTRACT NUMBER:BUYBOARD 773-25	130		25.97	3,376.10
102	UA961 BLK LG	UA HEATGEAR TACTICAL COMPRESSION S/S T-SHIRT CONTRACT NUMBER:BUYBOARD 773-25	130		21.67	2,817.10
103	BF051 CSTM	POINT BLANK ID LABEL (SINGLE) CONTRACT NUMBER:BUYBOARD 773-25	30		19.94	598.20
103.1	BP0002	MALE CUSTOM VEST CONTRACT NUMBER: INCIDENTAL	30			
105	SH3594 DKNV XL 35	FLEX RS L/S ARMORSKIN BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	13		81.49	1,059.37
105.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25	13		2.99	38.87

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
105.2	EX1292	CONTRACT NUMBER: INCIDENTAL AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	13			
105.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	13		2.99	38.87
105.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	13			
106	SH3594 DKNV XL 35	FLEX RS L/S ARMORSKIN BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	87		81.49	7,089.63
106.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	87		2.99	260.13
106.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	87			
106.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	87		2.99	260.13

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106.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	87			
107	SH3593 DKNV XL REG	FLEX RS SS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	11		72.82	801.02
107.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	11		2.99	32.89
107.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	11			
107.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	11		2.99	32.89
107.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	11			
108	SH3593 DKNV XL REG	FLEX RS SS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	89		72.82	6,480.98
108.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	89		2.99	266.11

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Line	Item	Description	Qty	Retail	Your Price	Ext Total
108.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	89			
108.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	89		2.99	266.11
108.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	89			
109	SH3610 DKNV XL REG	WOMENS FLEX RS SS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	12		72.82	873.84
109.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	12		2.99	35.88
109.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	12			
109.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	12		2.99	35.88

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109.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	12			
110	SH3610 DKNV XL REG	WOMENS FLEX RS SS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	18		72.82	1,310.76
110.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	18		2.99	53.82
110.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	18			
110.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	18		2.99	53.82
110.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	18			
111	SH3611 DKNV LG REG	WOMENS FLEX RS LS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	2		81.49	162.98
111.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	2		2.99	5.98

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111.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	2			
111.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	2		2.99	5.98
111.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	2			
112	SH3611 DKNV LG REG	WOMENS FLEX RS LS BASE SHIRT CONTRACT NUMBER:BUYBOARD 773-25	28		81.49	2,281.72
112.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	28		2.99	83.72
112.2	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	28			
112.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE CONTRACT NUMBER:BUYBOARD 773-25 CONTRACT NUMBER: INCIDENTAL	28		2.99	83.72

Quote

Customer: (1000945185) EDINBURG POLICE DEPT
Date: 03/19/2026
Sales Rep: MEGAN WILLIAMS

Quote Number: 31983212
Quote Expiration: 04/18/2026

Sold To:
EDINBURG POLICE DEPT
PO BOX 1079
EDINBURG, TX 78540
DELIA JARAMILLO

Ship To:
EDINBURG POLICE DEPT
1702 S CLOSNER BLVD
EDINBURG, TX 78539
DELIA JARAMILLO

Line	Item	Description	Qty	Retail	Your Price	Ext Total
112.4	EX1292	AC1000945185 EDINBURG POLICE DEPT. TX SHLDR PATCH RED/WHT/BLU/GLD/GRN 4.75 X3.75 CONTRACT NUMBER: INCIDENTAL	28			

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL:	129,216.54
SHIPPING:	10.95
TAX.....:	
TOTAL...:	129,227.49

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

Compliance Verification for Quote 31983212

2 messages

Rogelio Garcia <rgarcia@cityofedinburg.com> Thu, Mar 19, 2026 at 4:35 PM
To: Contract Admin <contractadmin@buyboard.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Morning,

The vendor submitted quote #31983212 under Buyboard Contract #773-25. Could you please verify whether the prices comply with the contract?

Thank you

--

Rogelio Garcia
Special Services Manager
Police Department

: rgarcia@cityofedinburg.com
: 956-250-9383
: 956-289-7710
: cityofedinburg.com
: 1702 S Closner Blvd, Edinburg, TX 78539

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Buyboard Quote 31983212.pdf
47K

Contract Admin <ContractAdmin@buyboard.com> Thu, Mar 19, 2026 at 4:55 PM
To: Rogelio Garcia <rgarcia@cityofedinburg.com>
Cc: Adam Quinn <Adam.Quinn@tasb.org>, Cesar Lopez <Cesar.Lopez@tasb.org>, Travis Maese <Travis.Maese@tasb.org>, Lupe Mireles <Lupe.Mireles@tasb.org>

The product quoted is covered in the scope of the vendor's awards under the contract. BuyBoard needs to be referenced on quote and purchase order, thank you.

Melonie Perry

Contract Administrator

Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

---------- Forwarded message ----------
From: Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Thu, 19 Mar 2026 21:35:31 +0000
Subject: Compliance Verification for Quote 31983212
Good Morning,

The vendor submitted quote #31983212 under Buyboard Contract #773-25. Could you please verify whether the prices comply with the contract?

Thank you

--

Rogelio Garcia
Special Services Manager
Police Department

: rgarcia@cityofedinburg.com
: 956-250-9383
: 956-289-7710
: cityofedinburg.com
: 1702 S Closner Blvd, Edinburg, TX 78539

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2 attachments

Buyboard Quote 31983212.pdf
47K

Compliance Verification for Quote 31983212.eml
96K

Vendor Contract Information Summary

Vendor	Galls, LLC
Contact	Customer Care
Phone	844-464-2557
Email	customercare@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Rd
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	Yes
Minority Owned	Yes
Women Owned	Yes
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	Yes
ESCs	All Texas Regions
States	All States
Contract Name	Uniforms and Accessories
Contract No.	773-25
Effective	07/01/2025
Expiration	06/30/2028
Accepts RFQs	Yes

THE CITY OF Edinburg

CONTRACT NO.

C-408-23

City Council Approved:

July 6, 2023

To:

Myra L. Ayala, City Manager/Marissa
Belinda Torres, HR Director/Laura C.
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 1995

From: mtidwell

Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

Meet and Confer Agreement between the City of Edinburg and Edinburg United Police Officer's Association.

COMMENTS:
07-21-23 Belinda/Laura, for your files. VIA EMAIL ONLY.
07-21-23 Joe, an original for Central Files.

The City of Edinburg
and The City of Edinburg Police Officers, by and through its designated agent, Edinburg United Police Officer's Association

(As the Designated Agent for all Police Officers)

SECTION 7. Clothing Allowance.

A. Non-Uniformed Positions: Any officer who transfers or promotes from a uniformed position to a non-uniformed position, will be eligible for a Clothing Reimbursement in the amount up to $1,200 per fiscal year. All items purchased above $250 shall be approved by the Department Head. Said clothing reimbursement shall be discontinued upon the officer's reassignment to the uniformed services.

B. Uniformed Positions: Upon the 1st anniversary date of being assigned to a uniformed division, the officer will be eligible for a Clothing Allotment of up to $1,200 per fiscal year. In addition to this Clothing Allotment, Officers assigned to the K-9 Division will receive three (3) BDU and three (3) polo shirts per fiscal year. In addition to this Clothing Allotment, Officers assigned to the Motorcycle Detail will receive One (1) pair of boots per fiscal year and one (1) helmet as needed under the discretion of the Department Head.

C. This allotment shall be in effect for the fiscal year in which it is granted and will not carry over.

D. Officers may not receive both a Non-uniformed Clothing Allotment and a Uniformed Clothing Allotment within the same fiscal year, but are eligible for any unused portion of either allotment up to $1200 if transferred from one type of clothing position to another.

E. Only items in this section will be eligible for clothing reimbursement in ~~respective~~ non-uniformed positions unless approved by the Department Head:.
   a. Pants
   b. Shirts
   c. Dresses/skirts
   d. Footwear
   e. Suits
   f. Jackets/coats
   g. Gloves
   h. Belts
   i. Ties

F. Items eligible for clothing reimbursement for uniformed positions will be determined by the Department Head's uniform selection.

G. To receive such allotment, the officer must follow the process for requesting such allotment as approved by the Department Head.

SECTION 8 Pay Plan Adjustment.

CITY OF EDINBURG, TEXAS:

By: _____
Ramiro Garza, Jr., Mayor

Date: July 17, 2023

ATTEST: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM: _____
Omar Ochoa, City Attorney

EDINBURG UNITED POLICE OFFICER'S ASSOCIATION

By: _____

Date: July 17, 2023

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.H.
FY 2026 Border Zone Fire Departments Grant Program

1. **Agenda Item:**
Consider Awarding Bid No. 2026-05, Mobile Light Towers, Using Fiscal Year 2026 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172702, in the Amount of $82,494 to Rental World, LLC. [Omar Garza, Fire Chief]

2. **Description:**
The City was advised of the funding opportunity for the Fiscal Year 2026 Border Zone Fire Departments grant on January 13, 2025. The City Council authorized submission of the application on March 4, 2025, and the application was submitted on March 18, 2025. The City received official award notification on September 30, 2025. The grant period of performance is from September 1, 2025 to August 31, 2026. All grant funded activities and deliverables must be completed within this timeframe.

The Fiscal Year 2026 Office of the Governor's Border Zone Fire Departments Grant No. 5172702 awarded the Edinburg Fire Department (EFD) funds in the amount of $78,000 to purchase six (6) Mobile Light Towers. The Mobile Light Towers and built-in generators will support EFD in operations, such as illuminating emergency scenes, enhancing disaster response, nighttime search and rescue operations, hazmat incidents, and traffic incidents to continue performing emergency response services associated with the execution of border security activities in the region. The built-in generators will allow EFD to quickly deploy a reliable source of power for a range of use, such as a command unit, communication systems, medical devices, power tools, and additional uses that may be critical in supporting emergency response operations. The anticipated lifespan for this equipment is ten (10) years.

On Tuesday, March 10, 2026, bids were opened for Bid No. 2026-05, Mobile Light Towers. A total of eleven (11) bids were received and opened. After review and tabulation of the bids, it was revealed that nine (9) out of the eleven (11) bids met the minimum requirements and specifications of the instructions to respondents and the bid.

Staff recommends awarding Bid Number 2026-05, Mobile Light Towers to Rental World, LLC, the lowest qualified and responsive bidder meeting all specifications in the amount of $82,494. Any amount that exceeds the amount awarded by the Office of the Governor will be funded through the FY 2025-2026 General Fund Operating Budget, Edinburg Fire Department.

Vendor:	Total:
Rental World, LLC	$82,494.

Estimated delivery of the Mobile Light Towers and built-in generators will be within 90 days or less from date of purchase order issuance.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2026-05, Mobile Light Towers, Using Fiscal Year 2026 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172702, in the Amount of

$82,494 to Rental World, LLC.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:

A. Rental World Proposal
B. Certificate of Liability Insurance
C. Rental World SAM V.3.10.26 E.7.30.26

REQUEST FOR BIDS

2026-05

MOBILE LIGHT TOWERS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: February 18, 2026

DEADLINE FOR QUESTIONS: March 3, 2026

RESPONSE DEADLINE: March 10, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Mobile Light Towers

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

B - Rules for Electronic Bidding

1. Introduction

1.1. Summary

The City of Edinburg is soliciting bids for the purchase of a diesel-powered, trailer-mounted mobile light tower equal to the Generac MLT4060KVLED-STD. Equipment shall be new, unused, current production, and factory assembled. All units must comply with applicable federal, state, and local regulations, including EPA Tier 4 Final emissions standards.

1.2. Contact Information

Project Contact:
Maricruz Tovar
Emergency Management Planner
212 W. McIntyre
Edinburg, TX 78539
Email: mtovar@cityofedinburg.com
Phone: (956) 383-7691

Procurement Contact:
Lorena Fuentes
Finance Manager
415 W. University Drive
Edinburg, TX 78539
Email: lfuentes@cityofedinburg.com
Phone: (956) 388-8972

Department:
Fire

Department Head:
Omar Garza
Chief of Fire

1.3. Timeline

Release Project Date	February 18, 2026

Pre-Proposal Meeting (Non-Mandatory)	February 27, 2026, 10:00am https://www.google.com/url?q=https://cityofedinburg.zoom.us/j/87819234249?pwd%3DybluismC6C4YpCYPWVpKzG6nueSV86.1%26jst%3D2&sa=D&source=calendar&ust=1771282603626915&usg=AOvVaw1HGVRE9XfJBDoTktg3e-YL
Question Submission Deadline	March 3, 2026, 5:00pm
Proposal Submission Deadline	March 10, 2026, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Mobile Light Towers

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, March 10, 2026.

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 78539 at 3:00 pmon Tuesday, March 10, 2026

A Virtual Pre-Bid Meeting will be held on Friday, February 27, 2026 at 10 am via Zoom. Please join the meeting at the following link:

https://cityofedinburg.zoom.us/j/87819234249?pwd=ybluismC6C4YpCYPWVpKzG6nueSV86.1&jst=2

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 2026-05" 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 Lorena Fuentes, Interim Purchasing Manager please submit your questions via OpenGov at the website listed above no later than 5:00 pm on Tuesday, March 3, 2026.

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.

2.2 Grant Funded Project

This project is being funded through the State of Texas Office of the Governor. Bidder understands that the following regulations apply to this project: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and applicable Federal Contract Provisions found at 2 CFR Part 200-Appendix II, including but not limited to Debarment, Suspension and Ineligibility, Conflict of Interest, Equal Employment Opportunity, Byrd Anti-Lobbying Amendment, Procurement of Recovered Materials, and Domestic Preferences for procurements.

Any entity 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. The entity's **Unique Entity Identification (UEI) Number** must be submitted with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondents UEI number into the SAM database search engine. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may 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. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Mobile Light Towers

The SERVICES/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 mid 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 SERVICES/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 SERVICES/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/perform SERVICES/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 SERVICES/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 Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal or 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/ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package SERVICES/ITEMS is used, its meaning shall refer to the Mobile Light Towers 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 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/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.

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. Mobile Light Towers

Please read specifications thoroughly and be sure that the Light Tower offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of the bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that Light Tower be furnished as specified.

Unit Description - Minimum Requirements (To Be Filled Out by Bidder)

Compact, towable diesel-powered mobile light tower

Description	**To Be Filled Out by Bidder**
Specify make and model of unit	ALLMAND - GR-6WKUBLED
Liquid-cooled diesel engine E**PA Tier 4 Final Compliant** Minimum **13 HP**	LIQUID-COOLED KUBOTA DIESEL ENGINE EPA TIER 4 FINAL COMPLIANT
Integrated generator rated at **6kW, 120/240 VAC** single-phase	INTEGRATED GENERATOR RATED AT 6KW, 120/240 VAC S SINGLE-PHASE
LED lighting system consisting of **four (4) LED fixtures,** each rated **320-350 watts**	4 350 WATT LED LIGHTS
Total light output of not less than 180,000 lumens	204,488 LUMENS
Vertical mast with **electric lift**, minimum extended height of **23 feet**	VERTICAL MASTI WITH ELECTRIC LIFT 23 FT EXTENDED HEIGHT
Steel mast with 360-degree light fixture rotation	STEEL MAST WITH 360-DEGREE LIGHT FIXTURE ROTATION
Minimum **50-gallon fuel tank**	63 GALLON
DOT-compliant, highway-rated trailer with leveling outriggers	DOT-COMPLIANT, HIGHWAY-RATED TRAILER WITH LEVELING OUTRIGGERS

4.2. Performance Requirements

Description	**To Be Filled Out by Bidder**
Minimum runtime of **100 hours (lights only)**	214 HOURS

Minimum runtime of **50 hours at full 6kW load**	214 HOURS
Voltage regulation within **+6%**	VOLTAGEG REGULATION WITHIN +6%
Auxiliary power available while lights are in operation	6KW TOTAL WITH 4KW "EXTRA' WHILE LIGHTS ARE IN OPERATION
Designed for continuous operation under typical construction and emergency response conditions	DESIGNED FOR CONTIUOUS OPERATION UNDER TYPICAL CONSTRUCTION AND EMERGENCY RESPONSE CONDITIONS

4.3. Electrical/Plug Load Requirements

Description	**To Be Filled Out by Bidder**
Auxiliary power outlets shall include: • (2) 120V GFCI duplex receptacles • (1) 120/240V twist-lock receptacle	SINGLE 120V/20A DUPLEX GFIC SINGLE 120V/30A RV SINGLE 240V/30A 4 PRONG TWISTLOCK
Outlets shall be protected by individual circuit breakers	OUTLETS PROTECTED BY INDIVIDUAL CIRCUIT BREAKERS
Generator shall support plug-in loads for **battery charging, tools, or equpment** without interrupting lighting operations	SUPPORTS PLUG-IN LOADS FOR BATTERY CHARGING, TOOLS, AND EQUIPMENT WITHOUT INTERRUPTING LIGHTING OPERATIONS

4.4. Safety and Controls

Description	**To Be Filled Out by Bidder**
Automatic engine shutdown for: • Low oil pressure • High engine coolant temperature	AUTOMATIC ENGINE SHUTDOWN FOR: - LOW OIL PRESSURE - HIGH ENGINE COOLANT TEMPERATURE
Lockable control panel with: • Key start • Hour meter • Circuit breaker protection	LOCKABLE CONTROL PANEL WITH: - KEY START, HOUR METER, & CIRCUIT BREAKER PROTECTION NO COST OPTION - DEEP SEA CONTROLLER THAT IS KEYLESS WITH AUTO ON/OFF
Stabilizing outriggers required for safe deployment	STABILIZING OUTRIGGERS INCLUDED

Forklift pockets and lifting eye for transport	FORKLIFT POCKETS AND LIFTING EYE

4.5. Warranty

Description	**The unit shallTo Be Filled Out by Bidder**
The unit shall include a minimum **one (1) year manufacturer's warranty** covering parts and labor	1 YEAR MANUFACTURER'S WARRANTY COVERING PARTS & LABOR - SEE ATTACHED WARRANTY POLICY
Specify engine and generator warranties proivde per manufacturer standard coverage	KUBOTA - 1 YEAR OR 2,000 HOURS WHICHEVER COMES 1ST - SEE ATTACHED WARRANTY POLICY
Specify warranty	SEE ATTACHED WARRANTY POLICY; 1-2 YEARS DEPENDING ON ITEM
Specify physical address for warranty group	ALLMAND BROS., INC. - SEE ATTACHED WARRANTY POLICY

4.6. Or Equal Clause

Bids proposing equipment other than the specified model shall include complete manufacturer specifications demonstrating that the proposed equipment **meets or exceeds all requirements** herein. The City of Edinburg reserves the right to determine equivalency.

Allmand®



NIGHT-LITE™

GR-SERIES LIQUID-COOLED

Model	Kubota Diesel	CAT Diesel
Engine Make	Kubota	CAT
Engine Model	D1005	C1.1
Estimated Engine Prime Power (kW)	6	
Fuel Capacity (gal [L])	63 (238)	
HP @ 1800 RPM	11.6	13.8
Emission Tier	Tier 4 Final	
LED Wattage	350	
Light Output Per Lamp (Lumens) - 350W LED	51,122	
Lumens Total - 350W LED	204,488	
Engine Cooling	Liquid-Cooled	
Operating Time (Hrs) 350W LED	214	195
Estimated LED Life (Hrs)	50,000	
Outlets	Single 120V/20A Duplex GFCI Single 120V/30A RV Single 240V/30A 4 Prong Twistlock	
Max Width (in)	98	
Transport Width (in)	50.5	
Max Height (in)	276	
Transport Height (in)	98.5	
Tongue Out Length (in)	106.5	
Tongue Up Length (in)	86.25	
Operating Temperatures	-40°F* / 120°F	
Shipping Weight (lbs [kg]) (No Fuel)	1,355 (615)	
Net Weight - Dry (lbs [kg])	1,310 (594)	
Net Weight - Wet (lbs [kg])	1,750 (794)	
Number of Units on 48' Flatbed	18	
Number of Units on 53' Flatbed	20	

* Arctic Package Required for -40°F

ALLMAND BROS., INC. WARRANTY POLICY

LIMITED WARRANTY

Allmand products are intended solely for commercial use and should not be used for consumer or household purposes.

Subject to the provisions and exclusions below, Allmand Bros., Inc. ("Allmand") warrants to the original end user purchaser ("you" or "purchaser") that each product sold by Allmand ("product") will be free from defects in material or workmanship appearing within the applicable Warranty Period specified below. As Allmand's sole obligation and the purchaser's exclusive remedy for any breach of this warranty, Allmand will repair or replace at its discretion, free of charge, the defective product or product component, or will refund the cost of the product if such product is returned to Allmand and it is determined by Allmand that repair or replacement will not return the product to proper working order or utility. Alternators (generators) and engines in certain products are excluded from this warranty, as noted below, but they are subject to a separate manufacturer's warranty that will be provided to purchaser. **There is no other express warranty.**

Any and all implied warranties, including those of merchantability or fitness for any particular purpose, and any warranties arising from course of dealing or usage of trade, are hereby disclaimed. Under no circumstances will Allmand be liable for any incidental, indirect or consequential damages.

Product	***Warranty Period (parts and labor)***
Lighting Systems	1 year*
1250-Watt Ballast	2 years
Maxi-Power	2 years**
Maxi-Air	2 years** (5 years on Air end)
Maxi-Heat	1 year
SH-750 Safety-Heat	1 year
Replacement Parts	90 days

**2 years for Allmand-manufactured parts only; no labor; contact Allmand for further information*

***2 years or 2000 hours, whichever comes first*

Warranty Exclusions	
Engines (other than Maxi-Power and Maxi-Air)	See Engine Manufacturer's Warranty
Alternators (Generators)	See Alternator Manufacturer's Warranty

Claim Process: Any claims under this warranty must be made within the applicable Warranty Period. To make a claim under this warranty, please follow the procedures found on Allmand's website at https://www.allmand.com/na/en_us/support/warranty.html or call Allmand toll free at (800) 562-1373.

The Warranty Period begins on the date of original purchase (invoice date). If you do not provide proof of the invoice date at the time warranty service is requested, the manufacturing date of the product will be used to determine the start of the Warranty Period. The "original end user purchaser" is deemed to be the first person or entity that acquires the product for actual use. This warranty does not transfer to subsequent purchasers. Any person or entity holding products for wholesale or retail sale is not considered an original end user purchaser. However, leasing or using the product beyond normal demonstration purposes is considered to be "actual use" by an original end user purchaser, and the Warranty Period will begin on the first date of such use.

Transportation charges on parts or products submitted to Allmand for repair or replacement under this warranty shall be borne by the purchaser. If it is subsequently determined that the parts or products are warrantable, the cost of the transportation charges will be credited back to the purchaser. Air freight for international shipments of replacement parts is not covered under this warranty. Allmand shall in no event pay mileage expenses or be responsible for down time or lost revenue.

EXCLUSIONS

This warranty covers only defects in material or workmanship. This warranty does not cover damage from improper use or abuse, improper maintenance or repair, or normal wear and tear.

Improper Use and Abuse – Allmand products are intended solely for commercial use and should not be used for consumer or household purposes. Further information concerning the proper, intended use of each product is described in the Operator's Manual for that product. Using the product for non-commercial purposes or in a manner not described in the applicable Operator's Manual, or continuing to use the product after it has been damaged, will not be covered under this warranty. Warranty coverage also will not be provided if the serial number on the product has been removed, defaced, or altered, or if the product shows evidence of abuse, such as impact damage or water- or chemical-corrosion damage.

Improper Maintenance or Repair – The product must be maintained according to the procedures and schedules provided in the applicable Operator's Manual, and must be serviced or repaired using original equipment parts or equivalent. Damage caused by lack of maintenance or use of non-original equipment parts or equivalent is not covered by this warranty. This warranty does not extend to any failures resulting from unauthorized alterations, modifications, or other changes, or to damage resulting from improper installation, repair, operation, or maintenance; but this exclusion does not apply to installations, repairs, or other work performed by Allmand or under Allmand's direct supervision.

Normal Wear and Tear – Like most mechanical devices, each product is subject to wear even when properly maintained. This warranty does not cover repair when normal use has exhausted the life of a part or the product. Maintenance and wear items such as filters, belts, tires, lamps, batteries, etc. are not covered by this warranty, unless the cause of such wear is due to defects in material or workmanship directly related to those items and a claim is made to Allmand during the applicable Warranty Period.

Other Exclusions – This warranty excludes damages due to accident, abuse, modifications, alterations, improper servicing, or chemical deterioration. Attachments or accessories that were not originally installed in or on the product are also excluded. This warranty does not include used, reconditioned, second-hand, or demonstration equipment. This warranty also excludes failure due to acts of God and other force majeure events beyond Allmand's control.

Rev. 11/17

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. BID Please upload your entire bid here as one complete PDF document (*including all required form attachments). Please do not upload multiple files.**

*Response required

*5.1.2. Attach a copy of the current insurance certificate.**

Attach a copy of the current insurance certificate.

*Response required

*5.1.3. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.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 BOYCOTTSThe 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. 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

5.2. Required Certifications

*5.2.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) form.**

Please download the document below, complete, and upload.

- SYSTEM_FOR_AWARD_MANAGEMENT...

*Response required

*5.2.2. Please fill out and sign the Conflict of Interest Disclosure.**

Please download the document below, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.2.3. Please fill out and sign the Equal Employment Opportunity certification.**

Please download the document below, complete, and upload.

- CERTIFICATE_REGARDING_EQUAL...

*Response required

*5.2.4. Please fill out and sign the Byrd Anti-Lobbying Amendment certification.**

Please download the document below, complete, and upload.

- CERTIFICATION_ON_NON-LOBBYI...

*Response required

*5.2.5. Please fill out and sign the Procurement of Recovered Materials Certification**

Please download the below document, complete, and upload.

- PROCUREMENT_OF_RECOVERED_MA...

*Response required

*5.2.6. Please fill out and sign the Domestic Preferences for Procurement certification**

Please download the document below, complete, and upload.

- DOMESTIC_PREFERENCES_FOR_PR...

*Response required

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Compact, towable diesel-powered mobile light tower	6	Each	$13,749	$82,494
TOTAL:					$82,494

DELIVERY: 5-6 WEEKS AFTER RECEIPT OF ORDER (ARO)

Alternate Proposal #1

RFB #2026-05 – Mobile Light Towers

This alternate proposal is submitted for consideration only and does not replace the fully compliant bid submitted under Section 6 of the Pricing Proposal.

Model	Allmand GR-Series 6kW
Generator Output	6kW, 120/240 VAC, single-phase
Lighting	Four (4) LED fixtures
Engine	Kubota liquid-cooled diesel, EPA Tier 4 Final compliant
Runtime	Approx. 214 hours (lights only)
Mast Type	Manual vertical mast (Non-compliant with electric lift requirement)
Delivery	Estimated 5–6 weeks ARO

Pricing

Quantity	6 Units
Unit Price	$12 ,999
Total Price	$77 ,994
Freight	Included – Delivered to City of Edinburg

This alternate configuration provides a cost savings of **$750 per unit** compared to the electric lift configuration. All other major performance characteristics remain consistent with the base 6kW offering.

Alternate Proposal #2

RFB #2026-05 – Mobile Light Towers

This alternate proposal is submitted for consideration only and does not replace the fully compliant bid submitted under Section 6 of the Pricing Proposal.

Model	Allmand GR-Series CM 1.5kW
Generator Output	1.5kW (lights-only configuration)
Lighting	Four (4) LED fixtures
Engine	Kubota liquid-cooled diesel, EPA Tier 4 Final compliant
Runtime	Approx. 390 hours (lights only)
Mast Type	Manual vertical mast
Application	Designed for dedicated lighting applications (no auxiliary power output)
Delivery	Estimated 5–6 weeks ARO

Pricing

Quantity	6 Units
Unit Price	$10,999
Total Price	$65,994
Freight	Included – Delivered to City of Edinburg

This configuration provides a lower-cost alternative for lighting-only applications. It does not meet the 6kW generator specification included in the base bid but may be suitable for scenarios where auxiliary power output is not required.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
ARA Insurance Services, Inc.
11225 College Blvd. STE 250
Overland Park, KS 66210

CONTACT NAME: Kristen Remillard
PHONE (A/C, No, Ext): 800-821-6580 **FAX (A/C, No):** 866-281-2870
E-MAIL ADDRESS: kremillard@arainsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Insurance Company	37273
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RETX038000
Rental World LLC
821 W Jackson Street
Harlingen TX 78550

COVERAGES **CERTIFICATE NUMBER:** 1179335218 **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 [ ] PRO-JECT [ ] LOC OTHER:	Y		A1RETX038-044127-06	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 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) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Rental / Sales Inventory Special Form / Theft			A1RETX038-044127-06	6/1/2025	6/1/2026	Occurrence Limit Deductible Wind/Hail Deductible	$3,800,000 5,000 5%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability exclusion applies, by forms CG2153 & CG2134- all amusement devices & rides, all inflatables and games, any and all motorized amusement rides
Additional Insured General Liability
The certificate holder listed below is an additional insured for commercial general liability insurance to the extent that coverage is afforded by form ARAX 30 01 08 12 attached.

CERTIFICATE HOLDER
City of Edinburg
1906 South Closner Blvd.
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
Sean Hellman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person, organization, state or governmental agency or subdivision, or political subdivision when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

A. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," property damage" or "personal and advertising injury."

B. The person, organization, state or governmental agency or subdivision or political subdivision is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

   (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

   (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured.

2. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s), subject to the following additional exclusions:

   (a) This insurance does not apply to "bodily injury" or "property damage" occurring after 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) has been completed.

   (b) This insurance does not apply to "bodily injury" or "property damage" occurring after 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.

   (c) 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:

      (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (ii) Supervisory, inspection, architectural or engineering activities.

3. The maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

4. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization, subject to the following provisions:

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(a) This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations performed for the federal government, state or municipality.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

5. Their liability as a grantor of a franchise to you.

6. Their liability as a grantor of a license to you. A person(s) or organization(s) status as an additional insured under this provision ends when:

(a) The license granted to you by such person(s) or organizations(s) expires; or

(b) Your license is terminated or revoked by such person(s) or organizations(s) prior to expiration of the license as stipulated by the contract or agreement.

SAM.GOV®

RENTAL WORLD LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
EACPS5ALQDF4	**302E6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 30, 2026**	
Physical Address	Mailing Address	
1020 E Business Highway 83 **Mcallen, Texas 78501-8840** **United States**	**1020 E Highway 83** **Mcallen, Texas 78501-8840** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Rental World, L.l.c.**	**1**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**www.rentalworld.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 1, 2025	**Jul 30, 2025**	**Sep 7, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 17, 2000	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**302E6**

Points of Contact

Electronic Business

Angela Kay Wolf, President

1020 E Business 83
Mcallen, Texas 78501
United States

Angela Kay Wolf, President

1020 E Business 83
Mcallen, Texas 78501
United States

Government Business

Angela Kay Wolf, President

1020 E Business 83
Mcallen, Texas 78501
United States

Angela Kay Wolf, President

1020 E Business 83
Mcallen, Texas 78501
United States

Past Performance

BRYAN H Wolf, VP

1020 E Business 83
Mcallen, Texas 78501
United States

Angela Kay Wolf, President

1020 E Business 83
Mcallen, Texas 78501
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**532310**	**General Rental Centers**
	221122	**Electric Power Distribution**
	238910	**Site Preparation Contractors**
	238990	**All Other Specialty Trade Contractors**
	335999	**All Other Miscellaneous Electrical Equipment And Component Manufacturing**
	532412	**Construction, Mining, And Forestry Machinery And Equipment Rental And Leasing**
	532420	**Office Machinery And Equipment Rental And Leasing**
	532490	**Other Commercial And Industrial Machinery And Equipment Rental And Leasing**
	562998	**All Other Miscellaneous Waste Management Services**
	624221	**Temporary Shelters**
	624230	**Emergency And Other Relief Services**
	713990	**All Other Amusement And Recreation Industries**
	811310	**Commercial And Industrial Machinery And Equipment (Except**

Automotive And Electronic) Repair And Maintenance

Product and Service Codes

PSC	PSC Name
6115	**Generators And Generator Sets, Electrical**
8340	**Tents And Tarpaulins**
9999	**Miscellaneous Items**
W061	**Lease Or Rental Of Equipment- Electric Wire And Power Distribution Equipment**
W099	**Lease Or Rental Of Equipment- Miscellaneous**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Oklahoma		
Texas		

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 7, 2026
CONSENT AGENDA
Agenda Item No: 12.I.
Resolution-Texas Gas Service Company

1. **Agenda Item:**
Consider the Resolution Suspending the May 9, 2026, Effective Date of the Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area, to Implement Interim GRIP Rate Adjustments for Gas Utility Investment in 2025. [Benito Alonzo, Interim City Attorney]

2. **Description:**

3. **Staff's Recommendation:**
Approve the Resolution Suspending the May 9, 2026, Effective Date of Changes to Gas Rates by TGS.

Reviewed by:

Prepared by:
Benito Alonzo, Deputy City Attorney

Attachments:
A. 2026 Texas Gas Service Company GRIP Suspension Resolution

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF EDINBURG, TEXAS SUSPENDING THE MAY 9, 2026 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2025 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Edinburg, Texas ("City") is a gas utility customer of Texas Gas Service Company, a Division of One Gas, Inc. ("TGS" or "Company") and is a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on March 10, 2026, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective May 9, 2026; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

1. The May 9, 2026, effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS representative Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 787476 (Judy.Hitchye@onegas.com), and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

Signed this 7th day of April, 2026.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Benito Alonzo, Interim City Attorney